The Solicitors' Journal.

LONDON, JULY 11, 1863.

THE HOUSE OF LORDS has been engaged for upwards of a week in hearing the important case of *Hunt* v. *Hunt*, being an appeal against a decision of the present Lord Chancellor, who, reversing an order of the Master of the Rolls, granted an injunction to restrain Mr. Hunt from suing Mrs. Hunt in the Divorce Court for a restitution of conjugal rights. The parties had previously, by formal deed of separation, bound themselves to abstain from resorting to judicial measures. The Lord Chancellor was of opinion that when married persons agree to bury their differences by a decent and proper private arrangement, both should be interdicted from afterwards exposing them in a public court of justice. The question is one of moral and general interest. The decision stands adjourned. It is understood that the learned judges who attended the hearing were consulted as to another case—*Forster* v. *Forster*— involving a most serious question of jurisdiction in the Divorce Court. It would appear that Sir Cresswell Cresswell, though not asserting his authority to dissolve the marriage, adventured, nevertheless, to pronounce a decree of dissolution, on the ground that the plea of jurisdiction was not advanced at the commencement of the suit. The Court of Queen's Bench was applied to for a prohibition, but declined to grant it, on the ground that an appeal lay to the House of Lords. It is not clear that the parties entitled to appeal have any wish to appeal. The divorced wife has made no sign. Therefore, the divorced parties are formally at liberty to marry again on the strength of a sentence pronounced apparently without jurisdiction. This case suggests the expediency of a plan recommended by the present Lord Chancellor to have questionable decisions brought under the review of the appellate jurisdiction without the instigation of the party defeated in the court below, who may often be unable to afford the expense of further litigation, or, as frequently happens in divorce cases, may have a collusive purpose to serve in submitting to a decree proceeding *a non habente potestatem*. In the present case, a second marriage may involve the parties in the penalties of bigamy, the children, if any, in such case being of course illegitimate. Altogether it is not often that two cases involving such important social consequences come so close upon each other in the proceedings of our courts. The first, that of *Hunt* v. *Hunt*, will no doubt receive, in due time, a satisfactory decision; but it is vexatious to think that the other, that of *Forster* v. *Forster*, must, in all probability, by remaining in its present most unsatisfactory position, form a precedent for future adjudications.

The full Court of Divorce gave judgment in the case of *Chichester* v. *Mure* (falsely calling herself Chichester) on Wednesday. The case is one of much interest and importance. The marriage between Mrs. Mure and a former husband had been dissolved by a decree *nisi* on the 1st of July, 1859, giving three months for leave to appeal before the decree is made absolute. Mr. Chichester married Mrs. Mure within three months after the date of the decree *nisi*. He afterwards presented a petition for nullity of the marriage on the ground that a marriage contracted within the period was invalid. The Court decided that the marriage in question was prohibited by the 57th section of the 20 & 21 Vict. c. 85.

THE STATUTE LAW REVISION BILL now before Parliament is the second instalment of the great work which has for its object the consolidation of the Statute-book. The Act of 1861 is already familiar to our readers. The object is to remove for ever all those enactments which have ceased to be in force without having been expressly or specifically repealed—all such as have expired or have been spent in operation by the accomplishment of the purpose for which they were passed, or have been included in some general terms of repeal, or are virtually repealed, superseded, or become obsolete. This process of expurgation is with a view towards consolidation, and the Act of 1861 accomplished the task most satisfactorily for the period included between the 16 & 17 Vict. and 11 Geo. 3 (A.D. 1770), both inclusive. The present bill commences with the earliest statute in the book—the Statute of Merton, 20 Hen. 3, A.D. 1235, and carries on the process down to the reign of Jas. II., leaving an interval of about eighty years only for future revision. It must be understood that this excision of dead and useless matter is but the first step towards a complete digest of the written law. It is, however, a most important one, and the highest credit is due to the Lord Chancellor for his resolution and perseverance in the matter, and also to Mr. F. S. Reilly and Mr. A. J. Wood, who, under the direction of his Lordship and the law officers, have prepared the bills, one of which, as we have seen, has become law, and the other of which will, no doubt, be passed in the present session. The Act of 1861 has already stood the test of experience, and no flaw has been discovered in it. This fact will be of itself a sufficient guarantee to Parliament for the reliableness of the bill now before it, and we hope that in another session or two the work of revision will be completed. But between this result and the consummation devoutly wished for by the Lord Chancellor there is a great gulf. His Lordship has evidently set his mind upon accomplishing the greatest work that ever has been undertaken by any lawyer—a code or digest of the entire law embodying the reported decisions of the judges as well as the Acts of the Legislature. Whether a task of such vast magnitude and labyrinthine complexity can ever be accomplished may well be a matter of serious doubt, but at all events any serious and well considered attempt at its accomplishment must be attended with highly beneficial results; and the best evidence of this is the great advantage attending the very first step in the process—the revision of the statute book. In two or three years the entire body of existing statute law will be comprised in a few volumes, and lawyers will be saved an immense amount of most irksome labour which has hitherto been imposed upon them by the uncertainty attending general and virtual repeals, and also the questions that so frequently arise about the expiration or obsoleteness of statutory enactments.

PATENT CAUSES have been the *bête noir* of our common law courts for some years past, and it is now generally a matter of course, when a patent cause invloves details of more than usual complexity or difficulty, to "refer" it. Judges and jurymen, counsel and suitors, all declaim against such cases being submittted to the decision of juries, and it is universally admitted that some change ought to be made. The only question is, what change? According to the modern fashion of law reform all the professed reformers are in favour of a *new tribunal*. They jump to the conclusion that, because the verdict of a jury is not to be relied upon in such cases, they might not be satisfactorily decided by a judge sitting without a jury, with power to call in skilled assistance if necessary, just as the equity judges are empowered to do. The case of *Saxby* v. *Stevens*, which was before the Court of Queen's Bench on Wednesday last, is a fair illustration in point. The reporter of the *Times* gives a very elaborate and scientific account of certain mechanical questions raised in that case, and informs us that the floor of the court was occupied by large models exhibiting a line of railway with a junction station and all the signal posts and lamps, and the apparatus of points and levers most admirably and ingeniously,

but, to the uninitiated, unintelligibly, represented: and then the same reporter obliges us with *a précis* of the following colloquy:

Mr. *Bovill*, in opening the case for the plaintiff, entered most zealously and elaborately into the explanations of all the mechanical details of the models, further illustrated by the aid of photographic drawings in the hands of the jury. For an hour and a half the learned counsel laboured away with unflagging energy to make the jury understand, but as he went on it was lamentably apparent that the more he laboured to make them understand, the less they understood or were likely to understand, and that, indeed, as he proceeded, and the case became more and more involved in intricate details, they became more and more hopelessly bewildered. At last, as the learned counsel was entering in the most lively manner on a new feature of the invention,

The LORD CHIEF JUSTICE, in mercy to the jury and the parties, remarked that if it was necessary to enter into all these details it certainly would be useless, for it would be impossible that the jury could understand them and carry them all in their heads.

Mr. *Bovill* said he had himself felt this difficulty; but then it was of course necessary, if the jury were to try the case, to endeavour to make it intelligible to them, and with that view these mechanical details were essential. And, accordingly, away went the learned counsel again, plunging into details more and more intricate and involved, all about "cogs," and "levers," and "bars," and "nuts;" and at last, when he came to explain the alleged invention of Mr. Chambers and the distinction between it and that of the plaintiff, calling for a new set of models,

The LORD CHIEF JUSTICE again interposed, and said,—Surely, if a case were needed to give the *coup de grace* to our present system of trying these patent cases before a jury, this case must suffice for that purpose. If the jury were a body of engineers and mechanicians, it might be possible that they should understand it; but, as it is, it is hopeless.

Mr. *Bovill* repeated that he quite felt the difficulty, and if even he himself, after long and laborious study, had found the greatest difficulty in understanding it, he could not help despairing of the jury being able to do so. Still, there they were, and all he could do was to do the best he could; and so, once more, the learned counsel set to work and went on a little longer, when

The LORD CHIEF JUSTICE again interposed, and said,—Would it not be better at once to refer the case to some person skilled in patents?

Mr. *Bovill*.—No doubt, my Lord, it would be infinitely better to do so.

Mr. *Grove* quite concurred, and assured his Lordship and the jury that they had not half got to the end, and that there were a great many more "points."

The LORD CHIEF JUSTICE said both the learned counsel must be well aware that after many hours or days of wearying labour on the part of the jury it would really be a "toss up" which way the verdict should be; and this was hardly a satisfactory result either to these suitors or all the other suitors of the court. If the case went on it would take up the rest of the sittings, and after all end most unsatisfactorily—probably by an adjournment till next November.

Mr. *Bovill* said that was no doubt true, and even in the hands of an experienced and skilled referee these patent causes took up many days, and even weeks. He remembered one which had been referred to his learned and able friend, Mr. Lush, and took up, he believed, a fortnight; and another, referred to Mr. Montague Smith, which took up quite that time.

The LORD CHIEF JUSTICE observed that in the hands of such gentlemen, well skilled in such subjects, and acquainted with such cases, the case would at least end satisfactorily, in a decision in which both parties had confidence; whereas the present mode of trial was really hopeless.

The learned counsel on both sides cordially concurred in that view, and, after consulting with their clients, agreed to refer the case to Mr. Montague Smith, Q.C.

The LORD CHIEF JUSTICE then dismissed the jury, to their manifest satisfaction.

The Reporter adds:—

As we have recently reported a great patent case, *Betts* v. *Menzies*, which, after having been tried three times, with contradictory verdicts, and an appeal to the House of Lords on the law, and which, after some five or six years of litigation, has just been sent to a new trial, to recommence a similar costly career of legal inquiry under the system of trial by jury, we may be perhaps be permitted to say that our own observation amply confirms that which the learned counsel stated to be the universal opinion of the profession—the utter unfitness of ordinary trial by jury for such cases, and the urgent necessity of some new tribunal for the purpose.

If by a new tribunal is meant a judge without a jury, we entirely agree with the suggestion here offered; but if anything like the organic change advocated by Mr. Thomas Webster is intended, we are decidedly opposed to it. The above-mentioned case, after being withdrawn from the jury, was not submitted to an engineer or other scientific person, or to a "panel of assessors," but a barrister acting as an arbitrator. There are, no doubt, and if there are not there ought to be, upon the bench judges who would be quite as competent to deal with the case if unburdened with a jury. There is no necessity then for any further change than one which will enable the judge to adjudicate without a jury, and to call in, if he desires it, the aid of scientific persons to explain matters peculiarly within their province.

A CASE OF INTEREST to all parochial incumbents came before the Court of Queen's Bench on Tuesday. A labouring man, in the parish of Horton, Buckinghamshire, applied to the rector to marry him, but refused to pay the fees. The rector offered, if the labourer would plead inability, to advance the fees for him, which the labourer refused to do, on which the rector declined to perform the ceremony, and both bride and bridegroom brought actions against him. The action of the bride was, however, afterwards withdrawn, and it was understood that the parties had been married; but the action of the bridegroom, which was said to be really the action of some litigious persons in the parish, was continued, and turned upon the right of the rector to exact fees at all. At the suggestion of the Lord Chief Justice the case was made a special one, and submitted for arbitration.

WE EXTRACT the following from a recent number of the *Times*:—

Sir,—We beg to forward you the copy of a letter recently addressed to a client of ours.

The writer of that document is a solicitor. In an affidavit now before us, and which is uncontradicted by him, it is stated that he has been insolvent three times, and that he is a person of small pecuniary means. Yet he has recently entered into contracts for the purchase of three properties for sums amounting in the aggregate to nearly £10,000, his object evidently being to bring about a breach by the vendors and then to commence actions against them. Three such actions have, in fact, been brought by him, and the defendants in each case have put upon the record pleas alleging the fraud of the plaintiff. In one action judgment of *non prosequitur* was obtained, and the plaintiff was arrested for the costs. In the other two notice of trial has been withdrawn by the plaintiff, and it was a few days after having taken this step that the letter of which we enclose a copy was sent to our client, one of the defendants. That letter may put the public on their guard, and may also draw attention to the necessity of an alteration in the law with respect to security for costs.—We are, sir, your obedient servants,

COUNTRY SOLICITORS.

July 4.

"— Chancery-lane, London, June 30.

"Sir,—I have been advised by counsel that I am entitled to receive and take the rents, issues, and profits of the property purchased by me from you from the day named for completion of the purchase, and that I am in a position to assign or mortgage my interest therein. I now therefore give you notice that unless some arrangement is forthwith come to between us I shall, after one week from this date, assign my interest therein, either by mortgage or otherwise; but as this course would involve much litigation and chancery proceedings, I now propose that the agreement should be rescinded, each party paying their own costs; but you will distinctly understand that this offer is made strictly without prejudice to my rights and remedies under the contract, and if not carried out within one week from this date, I shall, without any further notice, advertise for sale or otherwise my interest in the property as advised, and am yours obediently,

"— ——."

By the New Inland Revenue Act it is directed that the accounts for the sums received for the conveyance of passengers upon railways are to be made up at the close of each calendar month. The exemption from duty is now restricted only to cheap trains running six days a week, or to or from a market-town on a market-day.

An Act of Parliament has just been printed for the purpose of carrying into effect the report of the commissioners appointed to enquire into the dioceses of Canterbury, London, Winchester, and Rochester. Certain parishes are to form part of the see of Winchester after the next avoidance, and others after a similar event to form part of the see of Rochester.

By a Provision in the New Inland Revenue Act the income-tax is to be deducted from coupons on stock certificates, under the recent statute to give further facilities to holders of public stocks, although the half-yearly payment thereon does not amount to 50s.

The Court of Bankruptcy in Basinghall-street, it is stated, will shortly undergo extensive alterations in the building appropriated to the sittings, with a view of enlarging the area and improving the construction of those most inconvenient and ill-ventilated courts.

JUSTICE WITH CLOSED DOORS.

Such is the title of a sensation paragraph which for some days past has been going the round of the newspapers, and has furnished an apology for a considerable amount of passionate invective and highly-finished sarcasm in the cheap press It is so good a specimen of the sensation school—considering the facts on which it affects to be grounded—that we are tempted to give it at length, especially as our doing so will afford us an opportunity of pointing out in detail the misconceptions which characterise it.

A step taken by Vice-Chancellor Stuart last week (says the *Globe*) appears open to grave doubt, inasmuch as it is calculated, if unexplained, to create an impression that the law is not impartial in its consideration of the rank of life of those who may be dealt with by it. From the outline of the story told it would appear that a noble lord, some years ago, had seduced a young lady of the age of fourteen, that he had four children by her before she was twenty, and had executed a deed giving to her and her children an annual sum for their maintenance, but now declined to continue the payments which had up to a certain time been made in accordance with the provisions of the deed. The young lady brought him before Vice-Chancellor Stuart in order to have him compelled to fulfil his part of the contract. Both sides were represented by counsel, but when the case came on the learned gentleman who appeared on behalf of the noble lord asked to have it heard in private. The lady's counsel resisted, but, it is added, to the surprise of the whole Court, the Vice-Chancellor complied with the request. The case was heard with closed doors; and although there is said to have been a decision against him, the "noble lord" got off without incurring one atom of that public odium which at a first view, at least, his conduct in every way seems to have merited. It is quite possible that this proceeding may be justified by some circumstance in the case with which we are unacquainted, and with which we have no means at present of becoming acquainted. If it can, it is highly essential to the reputation of Vice-Chancellor Stuart, and not superfluous as regards the good name of the law, that the justification should be put forward. At present it wears a very ugly appearance. The noble lord is accused of two offences,—the seduction of a young person of tender years, and failing to fulfil his promise to maintain her and her children. The former would most rightly be regarded with disgust by the public, while even in those circles where a very high tone of morality does not prevail, the latter would be unanimously and indignantly reprobated. The noble lord, in fine, incurred somewhat more than the risk of a storm of public indignation, and, if the assertions thus made about him be well founded, every one will say most justly and deservedly. But be this as it may—whatever may be the amount of blame he has earned, he is saved from it all, without apparently a shadow of reason, by Vice-Chancellor Stuart. There is not even a reasonable presumption that the details of the case were of a character to render publicity undesirable; for, from such description as we have before us, it would seem rather to turn on a question of law as regards the validity of the consideration given in the deed than upon details of profligacy. We cannot suppose that the protection of the public from impure and disgusting revelations was the cause of the private hearing. People will say that if it were plain Mr. So-and-So, with no great name or influence at his back, he would not have met with so unusually kind an interposition between him and public condemnation. It is most unfortunate that such an impression should be allowed to prevail for a day if it can be dissipated; and we now draw attention to the case in the sincere hope that explanations will be given vindicating the impartiality of the law, and showing that it was from no fear, favour, or affection that a suppression took place by one of the judges of the land, which if it had been committed, in the absence of public reasons, by the humblest reporter of proceedings in the court, would have brought about his instant dismissal.

The *Daily Telegraph* is much more explicit as to the facts, which it presents to us in the following narrative:—

One and twenty years ago, Lord Vernon was residing at Florence, and there formed a connection with a certain Mdlle. Lavoignat. The extreme youth of the lady would in this country be reckoned justly an aggravation of the offence committed towards her, but in a southern country girls are women and mothers at a far earlier age than is the case with us; and, judging by the ordinary standard of the world, we see no cause to condemn Lord Vernon for any graver offence than one which, as far as the man is concerned, is condoned easily by the laws of society. This *liaison* lasted for some years, and resulted in the birth of four daughters; then after a time it ended as such connections are wont to do; and at its termination his lordship made what would be considered a very liberal and ample provision for his former mistress. A settlement of £1,000 a year was made upon the lady, and heavy insurances were effected in her behalf upon the life of the father of her children. The payments were to be made to her through the hands of trustees, and, in consideration of this annuity, she was to bring up and educate her daughters suitably to their position. It would not be fair, on the strength of one-sided statements, to go into the details of this painful narrative; it is enough to say that Mdlle. Lavoignat, after the conclusion of her intimacy with Lord Vernon, married a certain Count Della Seta, and that this marriage appears to have created some ill-feeling between the unhappy lady and her children. Whether justly or not, we have no means of deciding, Lord Vernon considered that his daughters were not being educated in accordance with the provisions of his agreement. The children were separated from their mother, and since the separation the payment of her annuity has been suspended. Under these circumstances the Countess Della Seta applied to the Court of Chancery to enforce the performance of the deed, by which she conceives the annuity is secured to her.

All this interesting recital is of course but a prelude to what is intended to be a crushing attack upon the judge. Having quoted the text as given by the writer in the *Telegraph*, let us give an extract from the Sermon:—

The whole story is a very painful one. Into the rights or wrongs of a quarrel between two persons who have lived together as man and wife, and then parted with more or less of embittered resentment on either side, it is impossible for any one except those most nearly interested to enter fully. There are false positions in life, into which, when you have fallen by your own misconduct, it is impossible for you to retrieve the error without committing additional injuries; and in such a position the nobleman of whom we write appears to have been placed. We can understand how a man of high rank and standing, advanced in years and with grown-up children, should shrink from the annoyance of having the indiscretions of his early life brought before the public; and we can pardon the feeling which induced him to wish that his case might be heard in private. But we cannot extend equal sympathy to the weakness which led Vice-Chancellor Stuart to accede to this request. There was nothing in the case, so far as it has yet transpired, to remove it from the category of ordinary trials. No circumstances seem to have been connected with it of a gross or revolting character; the one sole point at issue being whether a certain agreement was binding or not. Supposing the name of the defendant had been Thompson instead of Vernon, what reasonable man can doubt

that the case would have been heard publicly? One of the parties to the suit was a man of high position and large fortune; the other was an unhappy woman, without friends, wealth, or reputation. This fact in itself created a necessity for absolute publicity. We do not mean to say that Sir John Stuart's decision would have been influenced by the respective standing of the litigants, even if every rumour of the case could have been stifled; but we do say that justice should not only be pure, but above suspicion; and there must be, and ought to be, suspicion, when, in spite of the protest of the appellant, who demanded an open hearing, a case like this, in which a peer's convenience is involved, is tried with closed doors. The Vice-Chancellor, it is true, has decided that, pending proceedings, an allowance of £400 per annum should be made to the plaintiff, and so far has admitted the apparent validity of her plea. But this is not enough; even if justice be done, it is essential it should be done justly.

We shall, for the present, content ourselves with a very short and uncoloured statement of what we believe the facts to be, although as a rule we strongly object to the practice—which, unfortunately, is daily becoming more frequent—of discussing cases which are actually *sub judice*. There appears to be no doubt that Lord Vernon, about twenty years ago, formed the connection in question, and that there are now living three children as the fruit of the unhappy union between his Lordship and this foreign lady; and that, upon the separation of the parties, Lord Vernon settled £1,000 or £1,200 a year for the benefit of her and these children so long as the education and bringing up of the children met with the approval of the trustees. We are informed that the suit was instituted by the mother (who subsequently married), on behalf of herself and, nominally also, of these three children, and that the only real question in the suit is whether the trustees and the settlor have any power to interfere with the education of—or, as they put it, to protect—the children by withholding from the mother a part of her annuity so long as the children were placed in a position of temptation and moral danger? We have no desire to anticipate in any way the questions raised in the suit or the decision of the Court; and we have only mentioned the issue raised in order to make our remarks upon the "secrecy" of the hearing entirely intelligible to professional readers. Vice-Chancellor Sir J. Stuart is charged with saving Lord Vernon from "a storm of public indignation," "without apparently a shadow of reason," and it is broadly intimated that this honourable and high-minded judge was influenced by the rank of one of the parties in directing a private hearing of the case. No one who has any acquaintance with chancery courts and judges, and particularly with Sir J. Stuart, will need to be assured that such an insinuation is entirely calumnious and unworthy of notice. Even if any such motive could influence the private feelings of a judge, he would know that it would be impossible for him in such a case to give effect to his personal wish in opposition to the requirements of justice and the settled practice of the court. But in truth the outcry against Sir John Stuart rests upon sheer misrepresentation and ignorance. A private hearing was suggested no doubt by Lord Vernon's counsel, but was granted only at the urgent request of the counsel for the three young ladies, who were all under age, and, as we are informed, with the consent of the counsel for their mother. It was only in consideration of the infants' interests, and acting as the Court of Chancery always does—as the protector and guardian of infants—and with the consent of all parties, that the Vice-Chancellor allowed the application to be made in chambers, and not in court. The rule and practice of the Court in such cases is so well settled, that nothing but entire ignorance of it could afford any apology for the articles which have appeared in some of the daily newspapers on this case. Equity judges frequently hear in private cases where publicity would be very detrimental to its wards, and such has also been long the practice in cases of family disputes, involving scandalous or indecent details. We are not now considering the merits or disadvantages of such a procedure, but simply stating the established practice of the court; and although lawyers will not require the citation of any authority for what is so well known, for the satisfaction of those who are not lawyers, we refer to the following note of a case before Lord Eldon, reported in Cooper's Reports, p. 106, as containing an explicit account of what the practice of the Court is in such cases:—

> The Lord Chancellor—says the reporter—before going into his private room for the purpose of proceeding with the further hearing of the petition and affidavits, according to appointment privately as he had done before in the same business, desired that it might be understood that it had been the uniform practice in chancery, as long as the court had existed, that in the case of family disputes, on the application of counsel on both sides in such family disputes, to hear the same in the Chancellor's private room; and that what was so done was therefore not the act of the judge, but of the parties themselves in such family cases.

In the present case of family dispute there was not merely the consent of all the parties, but there was the additional element—one always of the greatest weight with equity judges—of the infancy of the parties who are mainly interested in being saved from unnecessary publicity. The writer in the *Globe* speaks of the noble lord as being "accused of two offences—the seduction of a person of tender years," &c., &c. The writer in the *Telegraph* says that the "one sole point at issue was whether a certain agreement was binding or not." These two different versions of the same case are a good illustration of the inconvenience and unfairness of making public comments upon cases of which the critics know nothing beyond what they have learned from garbled and coloured reports, which are all the less likely to be accurate from having been surreptitiously obtained. The wonder is that any writer who was ignorant enough to believe that the Court of Chancery has jurisdiction to try a case of seduction could obtain the insertion of an article in a respectable metropolitan newspaper, and yet the *Globe* appears to assume, as matter of course, that such was the principal question raised the other day upon the interlocutory application before Vice-Chancellor Stuart.

We believe that the case will be before the Court in public very shortly, if not on this very day, and then the readers of London newspapers will be better able to judge of the wisdom of their ordinary instructors in such matters. Meanwhile, Vice-Chancellor Stuart may safely disregard the appeals addressed to him by the press to "dissipate the impression" which those who make the appeal have been so industriously propagating within the last few days. He is told it is "highly essential to his reputation" to put forward "a justification" of what has been done. He has not condescended to respond to this appeal further than by expressing his contempt for those who made it. Respectable journals owe it to the public that their writers should have at least a passable acquaintance with any subjects on which they attempt to excite popular passions. But here is a case in which a most fearless and able judge, and as upright and honourable a man as ever sat on the bench, is held up to public indignation, by a set of scribes who betray in every line they write the grossest ignorance of what they are writing about, for doing what he was compelled to do by the established practice of the Court, as well as by every consideration of good feeling towards innocent "infants" who were wards of the Court; and, indeed, by the consent of the very party who is now held up as a victim of aristocratic unfairness.

If our space were not already exhausted we might say something about the misconception in the minds of some of these writers as to the difference between the hearing of a cause and such an interlocutory application as was made in this case, where, we believe, the sole question was whether the plaintiff should be allowed to receive any income during the pendency of the suit. It

appears that the Vice-Chancellor ordered—or rather threw out a suggestion, which was acquiesced in—that until the cause was heard the lady should have an allowance of £400 a-year for her maintenance, and this the *Telegraph* describes as "so far admitting the validity of her plea." If judges owed it to their reputation to notice such nonsense as often as it was coupled with personal invective and abuse, they would have little leisure to attend to their proper duties. We think that before gentlemen who can write in this manner impeach the conduct of a judge they should address themselves to a tutor, whose instruction and advice might do as much to save the reputation of the journals that print, as of the judges who are selected as the subject of, these uninformed essays.

THE NEW "CONSOLIDATION CLAUSES" BILLS.

Three measures of great importance to railway and other companies, as well as to parliamentary draftsmen, have within the last few days been introduced by Mr. Milner Gibson and Mr. Hutt. Eighteen years ago a great advance was made in this branch of legislation by the Companies and Railways Clauses Consolidation Acts. But at that date the amalgamation of railway companies, the leasing of undertakings, and traffic and other arrangements, also the preference share system, which in the meantime have been largely developed, were little practised or altogether untried. The growth of companies, and consequently of company law, within the last twenty years is of so remarkable a character, that it engaged Lord Westbury's attention in his recent survey of judicial jurisprudence, and furnished him with a ground for maintaining that change in the shape of the body of our laws is required in order to adapt them to the requirements of the present day. "At the period of the great railway mania," he said, "there was a class of persons engaged in getting up and launching companies, who were termed provisional committee men. . . . When the crash came and litigation commenced, the judges, proceeding upon their narrow traditional views of the law, held that these persons were partners, applying the only rule of law they could find to the novel case, . . . until it occurred to a consistent judge, then a member of their Lordships' House, to question the decision of the judges."

Such a line of remark, by which Lord Westbury intended to strengthen his view of the advantage and necessity of making the written and unwritten law into a code, leads to conflicting conclusions on that subject. A code tends no doubt to the ascertainment and clear exhibition of the law as far as it has been framed for the time being, but, as regards the growing legal wants of society, a code tends rather to stereotype the law, and to leave it less adaptable to changing circumstances than when it rests on the comparatively flexible authority of decided cases. Whatever narrowness is engendered by tradition must be drawn more close by the rigidity of a code. For any purpose beyond the limits of elementary study codification may perhaps prove to be more conducive to the display of senatorial oratory than to the efficient transaction of current legal business. In this country the code would, in truth, rapidly outgrow itself.

The first of the measures under notice is a bill for consolidating in one Act certain provisions frequently inserted in Acts relating to the construction and management of companies incorporated for carrying on undertakings of a public nature. The Act will be called "The Companies Clauses Act, 1863," and will make provisions relating in part 1 to cancellation and surrender of shares; part 2 to additional capital; part 3 to debenture stock; part 4 to change of name. The present law of the forfeiture of shares is very inconvenient, since the directors have only power to sell forfeited shares. But in fact forfeiture generally takes place at a stage of the company's existence when sale is an impossible or worthless proceeding for the accomplishment of the only object of the sale, the raising the defaulter's share of capital. Again, in the existing Companies Clauses Act there is no power for the original issue of stock, but only for the consolidation of paid up shares. The debenture holders' position is not adequately defined; nor is there any provision, by means of an accessible register or otherwise, to guard against any such over-issue of debentures as has recently startled the public, and worked very extensive injury. The bill is in 39 clauses.

The object expressed by the title of the second of the new measures is the consolidation in one Act of certain provisions frequently inserted in Acts relating to railways. This bill extends to eighty-two clauses, and consists of seven parts, relating to—1, the construction of a railway; 2, extension of time; 3, working agreements; 4, steam vessels; 5, amalgamation; 6, powers of amalgamation, sale, or leasing; 7, abandonment of a railway. We observe in the first part a beneficial provision that, for the greater convenience and security of the public, companies are to erect permanent lodges for gatekeepers at level crossings. Under part 2, parties aggrieved by extension of time may have compensation for additional damage. As respects working arrangements, the existing Railways Clauses Act only enables companies to run on one another's lines, and to make contracts for the division or apportionment of the tolls. The bill extends to agreements for the maintenance and management of the railway, and the fixing or collecting the tolls, also to the appointment of a joint committee for the purposes of the agreement. If a company has power to use steam vessels between points of traffic no favour is to be shown to passengers by the vessel who use the railway, nor disfavour to those who do not use it. Further, amalgamation is defined and regulated, and the relations between the dissolved companies and the amalgamated company are provided for. Under the last part, a company empowered to abandon its undertaking will be relieved from liability to make and work the line, or to purchase the lands, or to complete its contracts for purchase (except in cases of part performance or of an ascertained sum to be paid as consideration), and from its contracts for making and maintaining the line; but provision is made for compensation to landowners in certain cases. Lands purchased before abandonment are to be sold.

The third bill is for a Waterworks Clauses Act to be read with the Waterworks Act of 1847. It relates to the security of reservoirs, and to the supply and protection of water—consisting in nineteen clauses only.

The details of these measures will require more space than is available for them in the present number. We shall therefore recur to them.

DRAMATIC REPRESENTATION.

The well-known writer and actor, Mr. Boucicault, has been so long accustomed to "tremendous headers" on the stage, that a leap into the dark and stormy waters of the Court of Chancery has probably not the same terrors for him that it would have for men of ordinary mould. However this may be, he has taken the spring, and is now hovering doubtfully between land and sea, having encountered one of those unexpected difficulties to which all litigants are liable, and which are peculiarly apt to beset the path of those who rashly endeavour to obtain a remedy under the statute law.

It appears that the eternal "Colleen Bawn" was brought out two years ago at Preston by a manager of the name of Delafield; whether or not the same who sank and lost a fortune in the early days of the Royal Italian Opera we are unable to inform our readers. Mr. Boucicault filed a bill in chancery for the vindication of his right of representation—he being the undisputed author of the famous piece,—and obtained without difficulty an *ex parte* injunction, under which Mr. Delafield was restrained from performing the piece or any imitation of it, especially that particular incident of surpassing inte-

rest, so well known throughout the civilized world as the "grand sensation header." We are given to understand that Mr. Delafield's circumstances rendered it impossible for a long time for him to take any measures to get the injunction dissolved. Recently, however, he has revived the controversy, and on the 29th of June the cause came to a hearing in the court of Vice-Chancellor Wood. The Vice-Chancellor reserved judgment, so that the litigants and the public are left in suspense for the present; but as the law relating to the subject is comprised within a very small compass, we may perhaps with advantage take a view of it while awaiting the decision of the eminent judge before whom the cause is being tried.

It is singular enough that while manuscripts of all sorts, whether dramatic or of other kinds, have been long under the protection of our law, the sole right of representation for a defined period has only been conferred on authors by certain recent statutes. In *Coleman* v. *Wathen*, 5 T. R. 245, the defendant had publicly performed a piece entitled "The Agreeable Surprise," of which the plaintiff had purchased the copyright from O'Keeffe, the author. The plaintiff brought his action under 8 Anne c. 19, which prohibits under a penalty the publication of books, &c., by any other than the author or his lawful assignees. It was held by the full Court of King's Bench that the acting or performing of the piece was not a publication within the meaning of the Act; and a rule to set aside the verdict for the plaintiff was consequently made absolute. It may be observed here that the counsel for the plaintiff hinted at the possibility that there might exist a common law right of representation independent of the statute of Anne; and it is quite certain that in the great case of *Millar* v. *Taylor*, 4 Burr. 2303, several of the judges strongly inclined to the opinion that copyright in books was a natural and pre-statutory right. This was pointed out in the argument in *Coleman* v. *Wathen*, but the judges seem to have passed over this view of the matter with very little notice, perhaps on the ground that the principle could not be safely extended to a mere representation. In *Murray* v. *Elliston*, 5 Barn. & Ald. Lord Byron's tragedy of "Marino Faliero," considerably altered and curtailed, was brought out by the well-known actor Elliston, at Drury Lane, after being absolutely assigned by the author to Murray, the publisher, for a sum of £1,050. Here the old question of the common law right was argued again at length; but, as frequently happens in cases which promise to be most interesting, a decision was arrived at without any important point being clearly determined. The judges of the court of King's Bench left it entirely unsettled whether a right of representation existed by common law, and indeed whether such a right existed at all. They gave their opinion, it is true, that an action could not be maintained for the representation of the tragedy, but by introducing into their certificate the words, "abridged in manner aforesaid," they left it an entirely open question whether there would have been an infraction of right if the piece had been acted *in extenso*.

Although the above-mentioned cases can scarcely be said to have been conclusive against the claims of dramatic authors, yet they were sufficiently strong to destroy all confidence and to induce them to seek the protection of the Legislature. Accordingly the 3 & 4 Will. 4, c. 15, gave to the author of any dramatic piece, or his assignee, the sole liberty of representing or causing to be represented in the United Kingdom any such piece if not printed or published, and of representing, &c., the same for twenty-eight years, if printed or published after the Act or within ten years before, or if the author were living at the end of the twenty-eight years, then for the rest of his life. The 5 & 6 Vict. c. 45, entitled "An Act to amend the law of copyright," made a number of administrative rules respecting copyright and right of representation, dividing the latter from the former and extending the term for the latter; and it expressly provided that all the remedies given by the former Act should continue to be enjoyed as if the same had been re-enacted.

If the "Colleen Bawn" had been originally brought out in England, it would seem that no question could possibly have arisen, and that Mr. Boucicault's adversary must have at once succumbed. Unfortunately it was first produced in America, so that the defendant argues with some appearance of reason, that the plaintiff can only rely on the International Copyright Acts. Now if we refer to the 1 & 2 Vict. c. 59, "An Act for securing to authors, in certain cases, the benefit of international copyright," we find no provision whatever for dramatic representation. We are therefore thrown forward to the 7 & 8 Vict. c. 12, which enacts, at section 19, that an author shall have no exclusive right to public representation, "otherwise than such (if any) as he may become entitled to under this Act." Turning next to section 5, we find that her Majesty is enabled, within certain limits, to direct, by order in council, that the authors of dramatic pieces first represented in other countries shall have the sole right of representation in the British dominions, for a period to be defined in such order. Thus the right to protection of an author who has first brought out a piece abroad depends on the determination of her Majesty in council, a determination which, it may be presumed, would only be exercised in return for a mutual concession on the part of a foreign government.

Should a British subject fail to obtain a remedy in consequence of the above circumstances, it will seem rather hard measure; and it is difficult to see what practical object the statute, in this particular application, can serve. The question, however, is still *sub judice*, and this being the case, it would perhaps be a waste of time for us to enter into any discussion on the arguments. We shall look forward anxiously for the judgment of the learned Vice-Chancellor, which will, doubtless, be a careful *résumé* of the whole law of the subject, and will, unless upset by appeal, form an important step in the comparatively modern subject of right of dramatic representation.

REAL PROPERTY LAW.

First and Second Mortgages.

Drew v. *Lockett*, M. R., 11 W. R. 843.

The maxim "where the equities are equal the law shall prevail" is admitted upon all hands to have a universal operation. There is no exception whatever to the generality of this rule. But while the abstract principle has thus gained an established position in our jurisprudence, its application, on the other hand, is frequently involved in extreme difficulty. In fact, most cases in chancery turn upon the question whether the plaintiff or defendant has the balance of equity in his favour. There is seldom any dispute as to the person in whom the legal estate is vested. But as it is often hard for a jury to determine in a case at law whether the plaintiff or defendant has justice on his side, so is it not unfrequently more difficult for a judge in chancery to decide according to *the equities* of the case before him. The present case furnishes a somewhat curious instance of this difficulty. It has been long settled that a surety, on paying off the principal creditor, is entitled to stand in his place as plenary assignee of his rights against the debtor. Prior to the Mercantile Law Amendment Act, 1854, indeed, he could not become assignee of the original bond or judgment. But this infringement upon the natural rights of a surety has been by that Act removed. As between the three original parties, the creditor, debtor, and surety, no question of any great difficulty can arise. It has been held that if the creditor advanced any further sum to the debtor, he can tack, so as to retain his security against a surety who tenders payment of the original debt only. A different rule would enable the mortgagor to do in the

name of his surety what he could not directly effect. The law, however, appears to have undergone a change in this respect, even very recently. For, as late as the year 1856, it was decided in *Bowker* v. *Bull*, 1 Sim. N. S. 29, that the right of a surety to an assignment of the original mortgage was paramount to the mortgagee's right to tack, the mortgage deed having expressly stated that the estate of the mortgagor was to be the fund primarily liable. It is hard to see how this express provision could have any effect upon the legal rights of the parties, as it only declared the actual state of the law applicable to the claims of sureties. However, in *Farebrother* v. *Wodehouse*, 23 Beav. 18, decided in 1856, the very contrary was held. The mortgage deed in this latter case contained no stipulation regarding the rights of the surety. But we cannot regard this omission as material. In the present case the doctrine in *Farebrother* v. *Wodehouse* was recognised, and would have been acted upon except that the conflict of equities lay between the surety and a second mortgagee, who took with notice of the surety's claim, prior to his (the second mortgagee) having obtained the legal estate from the first mortgagee. This notice of course neutralised the mortgagee's right to tack. But another very interesting question arose in the case. The surety at the date of the first mortgage was himself indebted to the principal debtor. Nevertheless, the Master of the Rolls held that this did not affect the rights of the surety as such to an assignment of the first mortgage on paying it off. His Honour did not assign any general principle for this view, which, no doubt, is sound although novel. It appears to us that the principle underlying this part of his Honour's judgment is, that the right of the surety is in equity a right *in rem*, and, consequently, is not affected by any collateral dealings between the parties. The decision, on the whole, has considerably strengthened the equitable status of sureties.

CONDITION TO SETTLE OR SECURE—BOND.

Bacchus v. *Gilbee*, V. C. K., 11 W. R. 846.

It has been long an invariable rule of the Court of Chancery not to permit trustees to risk the money of their *cestuis que trust* in investments in personal securities. These the Court would consider as virtually no securities, since they create no lien or charge *in rem*. A judgment under the 1 Vict. c. 110, would appear, however, to be a sufficient security within the rule of the Court; a bond or bill of exchange or a policy of assurance would not. As trustees are required to invest in real securities, and to obtain a sufficient lien upon the estate charged, so also where they are called upon to require a settlement to be made by a third party upon any of their *cestuis que trust*, they must effectuate this object by obtaining such a security as would be deemed adequate by the Court in case they were themselves investing the trust property. The decision in the present case goes to show that the Court will be very strict in requiring compliance with the rule stated. A testator directed his trustees to require a settlement to be made by a third party upon certain persons in a certain event. The words used by him were "settle *or* secure," not *and*. A bond obtained from the third party was held inadequate to satisfy this condition. The case shows that the Court will not construe the terms of a direction to trustees according to their mere grammatical import, but will insist upon an adequate security being obtained by the trustees. The fact that the person giving the security has ample means is unimportant. The security itself must amount to a charge *in rem*. This rule of the Court was enforced in the present case *against* the persons intended to be benefitted.

COMMON LAW.

EASEMENT—RENT.

Hancock v. *Austin*, C. P., 11 W. R. 833.

It is laid down in Co. Litt. 470, that a rent cannot be reserved out of any incorporeal hereditament, such as an easement. The origin of this rule is to be found in the feudal system which imposed certain correllative rights and duties upon the landlord and tenant respectively. The lord was entitled to the military services of the tenant; and the tenant, on the other hand, was entitled to the possession of the soil as his fee or reward. A bare incorporeal hereditament would not warrant a claim to the military services of the tenant, nor consequently to the rent for which service in the field was in the course of time commuted. It is curious to find those old rules applied to the letting of a room in London. A. had the use of a room in a factory belonging to B., in which A. kept some machines, which were worked by steam power supplied by B. from an engine in another room. B. had a right to enter A.'s room to oil the machinery. B. in A.'s absence entered by a fastened window in order to distrain the machines for rent in arrear. The Court of Common Pleas held, first, that there was no demise of the room, but merely the grant of an easement therein, and consequently no right to any *rent* as such, nor any right to distrain; secondly, that the entry by the fastened window was at all events illegal. We may add a third ground which would probably at the present day be deemed of itself sufficient to have warranted their Lordships' judgment—viz., that the articles distrained consisted of machinery. Strange to say, this point in the law of distress continues still unsettled. For in *Duck* v. *Braddyll*, M'Cl. 217, 13 Price, 459, it was doubted whether machinery fixed by bolts to the floor of a factory could be distrained by a landlord for rent. Nor does it appear that the question has been since settled.

DEFINITION OF HANDICRAFTSMAN—4 GEO. 4, C. 34, S. 3.

Lawrence v. *Todd*, C. P., 11 W. R. 835.

The 3rd section of the Act 4 Geo. 4, c. 34, enacts that "if any servant in husbandry, or any artificer, handicraftsman, or labourer shall contract with any person whomsoever to serve him, and having entered into such service shall absent himself from such service, he shall be within the jurisdiction of the magistrate." This enactment has given rise to various difficult questions, which may be ranged into two great classes—viz., who is a handicraftsman or labourer within the meaning of the Act? and what is sufficient to constitute a service, so as to give jurisdiction to the magistrate? It was held in *Hardy* v. *Ryle*, 9 B. & C. 603, that a contract to weave certain pieces of silk goods at certain prices was not a contract *to serve* within the meaning of the Act. It had been decided long previously in *Lowther* v. *Earl of Radnor*, 8 East. 113, under an analogous enactment, 20 Geo. 2, c. 19, that it applied to wages earned by one who had contracted to dig and clean a well for cattle, to be paid for by the foot, and who employed another to assist him in the work. The principle of this case was surely much more sound than the rule implied in the decision in *Hardy* v. *Ryle*, *ubi sup.* Prior to the present case it appears to have been considered that a labourer hired to perform a particular matter, or who is paid by piece-work, did not come within the purview of the statute. The appellant in the present case was a shipbuilder, and the respondent was a skilled angle ironsmith. The Court held that he was a handicraftsman within the meaning of the 3rd section of the Act 4 Geo. 4, c. 36, and also that no stipulation regarding the mode of payment, the workman, or the time will take the case out of the Act if the person engaged to perform the work be a handicraftsman within the meaning of the Act.

COURT OF QUEEN'S BENCH.

(Before the LORD CHIEF JUSTICE and a Special Jury).

July 3.—The Queen v. *Gresham.*—This was an indictment originally preferred at the October sessions last at the Central Criminal Court against the defendant (the High Bailiff of Southwark) for a scandalous libel, but which was removed by writ of *certiorari* to the above court. Defendant then pleaded not guilty.

Upon the case being called on, Mr. *Serjeant Shee*, for the

defendant, said—My lord, I am instructed on the part of the defendant in this case to submit to a verdict of guilty, and to express his regret that under circumstances of irritation at the moment he has written things to the prosecutor in this case which he feels he cannot justify, and which he desires to express his regret for.

Mr. *Coleridge*, for the prosecution, said—It could only be properly done with the sanction of your Lordship, in a case of this kind. I have considered the matter, and upon the defendant expressing his regret, and undertaking not to repeat the conduct that is complained of before your Lordship, I see no advantage in pressing the matter further. I am satisfied with the public apology if that meets your Lordship's sanction.

The Lord Chief Justice.—I very much regret to find that one professional gentleman should have written to another in the terms that are before me upon this record. If you are satisfied with the expression of regret that has been made, of course I do not wish the matter to go any further; but I hope it will not be repeated.

The parties assented, and a verdict of guilty was returned.

The nature of the libel did not publicly transpire.

—— The Lord Chief Justice, on taking his seat this morning, announced that he had received a letter from Mr. Justice Mellor stating that the condition of the other court was such from its heat, want of ventilation, its confined space, and its inconvenience in every respect, that it would be impossible for him, with a due regard to his own health as well as that of the learned counsel and the jury, to sit there during the hot weather. Mr. Justice Mellor was about shortly to go on the Northern Circuit, and after having received such a letter of complaint from him he could not ask any other learned judge to take his place, and, however much it was to be regretted, there would be no second sittings in that court for the remainder of the time. He also took that opportunity of stating that until the court was put into a proper state for the administration of justice it would be impossible to sit there, either in winter or summer, because the heating apparatus was in such close proximity to the court as to render it unbearable.

PARISH LAW.

Composition rate—Misdescription of date of making rate in demand.—Under a local Act power was given to summon for non-payment of rates if parties should neglect to pay for fourteen days after demand in writing. Whilst a rate was due a demand was made, but the date when the rate was made was misdescribed in the demand.—Held, that the misdescription was immaterial.

The powers given under the local Acts for the management of St. Matthew, Bethnal-green, to the vestry constituted under such Acts to make the "composition rate" therein mentioned, are transferred to the vestry constituted under the Acts for the better local management of the metropolis.

The objection that a rate is retrospective is ground of appeal; and, where the party objecting has not appealed, cannot be urged as an objection to a rule calling on justices to show cause why they should not issue their warrant of distress for the rate.—*Reg.* v. *Justices of Middlesex*, B. C., 11 W. R. 736.

Poor-rate—Vestry—Overseers.—Under local Acts relating to a parish the vestry had power to make poor-rates, and the powers of the vestry were, by the Acts for the better local management of the metropolis, transferred to the new vestry under those Acts. The 4th section of the later Act, 19 & 20 Vict. c. 112, provides that occupiers claiming to be rated may give notice and pay or tender to the overseers, and upon that being done they are required to put the name on the rate. Held, that as the overseers had no control over the rate, there was no ground for a mandamus to them at the instance of an occupier who had proceeded under the 4th section, and *Semble*, that the notice and payment or tender should have been to the new vestry.—*Reg.* v. *Overseers of Islington*, B. C., 11 W. R. 760.

LAW STUDENTS' JOURNAL.

Articled clerk — Service under unstamped articles—Enrolment refused.—A clerk was articled, in consequence of hopes held out to him by his friends that the money required for the stamp duty could be raised in six weeks. He was however unable to obtain the necessary sum until twelve months after, when an application was made to the Treasury, and permission was given to have the articles stamped on the payment of a penalty of £20.

The Court refused to allow the articles, under these circumstances, to be enrolled, and the service under them to be computed from the date of their execution.—*Ex parte Edwards*, C.P., 11 W. R. 754.

LECTURES AT THE INCORPORATED LAW SOCIETY.

The Council of this society have elected Mr. Joseph Napier Higgins to deliver a course of lectures on Conveyancing; Mr. William Murray on Common Law and Mercantile Law; and Mr. Montague Hughes Cookson on Equity.

The lectures will commence in next Michaelmas Term, and be continued until the end of the several courses in March.

GENERAL CORRESPONDENCE.

Deed Stamps.

Your correspondent "A. B.," of the 13th ult., complaining of the expense of stamps on deeds for the appointment of new trustees of Chapels and Schools, seems unaware, as are many other practitioners, of Sir Morton Peto's Act, 13 & 14 Vict. c. 28. J.

July 8.

APPOINTMENTS.

Mr. James Clement Choppin, of the St. Vincent Bar, has been appointed Attorney-General for the Island of Saint Vincent.

Mr. Edward James, Q.C., has been appointed Attorney-General of the County Palatine of Lancaster, in the room of Mr. Bliss, Q.C., resigned.

Mr. James Sharp, jun. (of the firm of Sharp, Harrison, & Sharp, Southampton) has been appointed Treasurer of the County Courts of Hants and Sussex.

Mr. R. Vaughan Williams, Barrister-at-Law, of Lincoln's-inn, has, we are informed, been appointed judge of the County Court district of Flintshire (circuit No. 29), in the room of the late Mr. E. L. Richards, deceased.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

Friday, July 3.

The Case of Mr. Blundell.

Lord Brougham presented a petition from Mr. Blundell, F.S.A., who complained of an intolerable grievance to which he had been subjected in consequence of the imperfect state of the law. Mr. Blundell, seeing a person committed for trial charged with threatening the life of an attorney, whom he considered to be a most unscrupulous person, wrote to the committing magistrates, giving a full account of the transaction. The man was kept in prison for five or six months; his family were sent to the workhouse, and, in short, he was utterly ruined. When the case came before the grand jury, on which there happened to be several of the committing magistrates, the bill was ignored; but the poor man, unable, as he said with his dying breath, to bear up against the obloquy to which he had been subjected, put an end to his life. The attorney proceeded against Mr. Blundell for writing the letter, but instead of suing him for damages, in which case he (Mr. Blundell) would have been heard as well as the attorney, he indicted him for libel, and Mr. Blundell's mouth was thereby closed. The judge (Mr. Justice Hill) who tried Mr. Blundell was so convinced that he had been ill-used that he positively refused to pass any sentence upon him. The case was therefore remitted to the Court of Queen's Bench, but not only was Mr. Blundell unable to tell his tale (there) but Mr. Justice Hill's notes of the trial were in such a state, in consequence of his Lordship's indisposition, that they could not be used by the Court. Mr. Blundell was therefore committed for eight months. Mr. Blundell did not complain of

the judge who sentenced him or the jury who convicted him, but he did complain, and he (Lord Brougham) thought that he complained most justly, of the state of the law. He (Lord Brougham) did not go quite so far as his friend Sir Samuel Romilly, and say that defendants in criminal cases should always be examined; but he thought that when they volunteered it, and offered themselves for cross-examination, their evidence should be admitted.

Monday, July 6.

JURISDICTION OF JUSTICES BILL.

This bill was read a third time and passed.

Tuesday, July 7.

STATUTE LAW REVISION BILL.

The LORD CHANCELLOR moved the second reading of this bill, and expressed his confidence that their Lordships might place implicit reliance upon the fidelity, industry, and skill of the persons to whom the execution of this task had been confided. This bill had been the work of some years, for it might be readily supposed that the examination of such a multitude of statutes would occupy a considerable period of time. The object had also been kept in view of stating in each case the objects of the repeal of the particular statute, for which purpose a separate column had been inserted. It had been proposed, indeed, to strike out that column, but, considering the careful manner in which it had been compiled, and the attention which had been bestowed upon it, he trusted that the proposition would not be carried into effect. Many of these statutes had expired, or become obsolete, through the changes in the state of society and other causes. Whenever any point of special difficulty had arisen it had been examined by himself or by the law officers of the Crown. He trusted that their Lordships would accept this large instalment of this important work. They had had their labours lightened in a great degree by a very remarkable document, prepared under the immediate superintendence of Lord Bacon, and which specified the various statutes that had expired from the time of Edward I. to the seventh year of James I., and they ahd also derived considerable assistance from other quarters. He trusted that their Lordships would afford their assent to this expurgation of obsolete statutes by giving a second reading to this bill.

Lord ST. LEONARDS thought their Lordships could have no difficulty in assenting to this motion of his noble and learned friend. This was precisely one of those cases in which their Lordships might show confidence in those who had been charged with the execution of this work. Their Lordships were aware that this was merely an instalment of a work which had been going on for some years, for the purpose of preparing an edition of the statutes which were in working operation. He was not, however, sanguine enough to believe that the work would be completed in the short period of time anticipated by his noble and learned friend. He was opposed to a codification of the laws, and indeed saw so many difficulties in the way of accomplishing it, that he conceived it was by no means likely to be carried into effect. Nor did he believe that any body of men could be constituted a tribunal to revise the judgment of our common-law judges, who not only invariably took the greatest pains in investigating all the legal points of a case before coming to a decision, but gave their reasons for coming to the conclusion at which they arrived so fully that he thought they must satisfy even the suitors themselves. Besides this, there were already two appellate jurisdictions from the common law judges by which their decisions could if necessary be revised.

Lord BROUGHAM said that any bill of this nature, embracing a vast number of technical points, and extending over 200 pages, could neither be dealt with in detail by a select committee nor by the House itself, but must be taken to a great extent upon trust. All that could be done by their Lordships was to give it a general supervision, and then send it to the other House of Parliament, where he trusted it would be received with confidence, because without confidence in those whose duty it was to prepare such measures, no bill of this kind could ever be carried through Parliament. The question was, did they wish for a consolidation of the statute law and a digest or not? He entirely concurred in what had been said with reference to the care taken in the preparation and the ability displayed in the judgments of the common law judges. They had often heard, from no less a man than Jeremy Bentham, that the judgments of our common law courts formed an invaluable repository of the laws of the land, and he could not help thinking that a digest of those judgments, showing their application to the different points of law decided, and to the varying circumstances of the cases which had come before the judges, would be of the greatest possible advantage, not only to the profession, but to the public at large. With regard to the establishment of a department of justice, he had again to express a hope that such a measure would be carried into effect; but the minister of justice could not, of course, amend the existing law without the intervention of Parliament.

Lord CRANWORTH expressed his approval of the bill, and he even hoped that it would be more easy to complete that work than his noble and learned friend on the woolsack seemed to imagine. By an Act passed in the year 1861 there had been a revision of the statutes since the year 1770; and as the present measure would ensure a revision of the statutes from the period of the granting of Magna Charta down to the year 1625, all that would remain to be done would be to complete that labour for an interval of little more than eighty years.

Lord CHELMSFORD also said that he entirely approved of the measure. He would suggest that those portions of the bill in which reasons were given for the proposed changes should be printed in red ink, with a view to facilitate the labours of the House of Commons in dealing with the measure.

The LORD CHANCELLOR said it was proposed that the reasons in question should form part of the bill as it was sent down to the House of Commons, but that they should afterwards be struck out. With respect to an objection which had been taken to the measure by his noble and learned friend (Lord St. Leonards), he would appeal from Lord St. Leonards to Sir E. Sugden. His noble and learned friend, in the admirable treatises he had written on different branches of our law of property, had discussed the various decisions given by the judges upon particular points, and had pointed out the bearing and value of those decisions; and he (the Lord Chancellor) did not see why the work which his noble and learned friend had accomplished for certain branches of our laws should not be extended by a number of men to other portions of our judicial system.

The bill was then read a second time.

HOUSE OF COMMONS.

Thursday, July 2.

JURISDICTION OF JUSTICES BILL.

This bill was read a second time.

Friday, July 3.

PARTNERSHIP LAW AMENDMENT BILL.

Mr. SCHOLEFIELD moved that this bill should be recommitted.

The House went into committee, when

Mr. CRUM-EWING moved that the Chairman report progress.

The committee then divided, and the numbers were,—

For the motion	... ...	32
Against	... ...	19
Majority	... ...	—13

The Chairman therefore left the chair, and the House resumed.

Monday, July 6.

ALTERATION OF CIRCUITS.

Mr. HADFIELD asked the Attorney-General whether he would introduce a bill for alteration of the circuits before the next assizes commence, or at what other time.

Sir. G. GREY replied that the intentions of the Government on the subject were not finally formed. The Lord Chancellor was in communication with the judges relative to the provisions of a bill which had been prepared on the subject by the Attorney-General. It was, however, impossible that any alteration could come into operation before the spring assizes.

STIPENDIARY MAGISTRATES BILL.

This bill was read a third time and passed.

Wednesday, July 8.

POISONED GRAIN BILL.

This bill was read a second time.

JUDGMENTS LAW AMENDMENT BILL (IRELAND).

This bill was withdrawn.

Thursday, July 9.

THE NEW BANKRUPTCY ACT.

Mr. COX asked the Attorney-General whether there was in the Court of Bankruptcy, Basinghall-street, London, an officer called "the Crown Solicitor;" and, if so, what his duties were,

by whom and under what authority he was appointed; what his remuneration was; whether the same was paid by fees or salary; and out of what fund it was paid. It was reported that a gentleman named Aldridge was considered the Crown Solicitor, and that he received from between £6,000 and £10,000 per annum for the business he conducted.

The SOLICITOR-GENERAL, who answered the question in the absence of the Attorney-General, said there was no officer called the Crown Solicitor. When the late Act was passed there were a number of pauper bankruptcies to be taken charge of, and it was obviously necessary to make some provision for recovering the assets, &c. It being necessary that some gentleman should watch over the interests of those parties, and on the suggestion of the bankruptcy commissioners, the Lord Chancellor appointed the gentleman who had been named to that duty. Office is was not, but the gentleman referred to had discharged the duties with satisfaction to the commissioners, those duties being in reference to pauper bankruptcies, which had been extremely numerous. With regard to the amount of remuneration, Mr. Aldridge had received a larger sum than the Lord Chancellor ever intended he should have, and more than he would be permitted to receive in future. The scale of remuneration fixed by the commissioners, and adopted by the Lord Chancellor, was fixed for one year only, but it had since been altered. By that arrangement he was paid £3 for each pauper bankruptcy, with a per-centage for getting in the assets, he providing at his own expense the necessary staff of clerks for that purpose, which amounted to one-third of the total amount received. The gross sum paid to Mr. Aldridge for the first year under that arrangement was £2,795, which the Lord Chancellor considered too much, because it gave an average of more than £1,600 per annum after deducting his payments out of pocket. The amount had been reduced from £3 to £2, with the understanding that his net remuneration should never exceed £1,200 per annum, and if the fees should not amount to that sum, he was to put up with the loss.

Mr. BOUVERIE wished to know under what statutory power Mr. Aldridge was appointed.

The SOLICITOR-GENERAL said it was not an appointment with a permanent salary. This was one of those appointments which the Lord Chancellor was empowered to make, the party being paid out of the funds of the court.

IRELAND.

Mr. W. O'Connor Morris has been appointed to be Assistant Crown Prosecutor for the King's County in the Home Circuit; and Mr. G. W. Abraham to be Assistant Crown Prosecutor for Meath, on the same circuit.

The Hon. J. P. Vereker, Barrister-at law, Lord Mayor of Dublin, has just decided a long litigated point in the Dublin corporation—namely, whether the grandsons of freemen are entitled to the franchise in the city. He appointed as his assessors one barrister representing each party—Mr. Chatterton, Q.C., a Protestant and Conservative, and Mr. Morris, Q.C., a Roman Catholic and a Liberal. They have both fully agreed in establishing the legality of the claim. The Lord Mayor has delivered judgment to that effect based upon the arguments of his learned assessors.

COLONIAL TRIBUNALS & JURISPRUDENCE.

EAST INDIES.—CALCUTTA.

THE BENCH AND THE BAR.

A case of considerable interest and importance came before the High Court at Calcutta on the 28th of May last, before the Hon. Sir Barnes Peacock, Chief Justice, and the Hon. Sir Mordaunt Wells, and other puisne judges. The case arose out of a dispute between Mr. Charles Piffard, of the Calcutta Bar, and Mr. Justice Morgan, and came on for hearing upon an application to discharge rules, which had been obtained by Mr. Justice Morgan, calling upon Mr. Charles Piffard, to show cause why for his misbehaviour and contempt of the Court his name should not be removed from the list of advocates of the High Court, or why he should not be suspended from practice as an advocate, and from all the rights and privileges of such advocate for such time as the Court might think fit to order, or why he should not otherwise be punished according to law for his misdemeanour and contempt: And upon George E. Francis, a captain of H. M.'s 20th Regiment of Foot, to show cause why he should not stand committed to the custody of the sheriff of Calcutta, or be otherwise punished according to law for a contempt of court.

Captain Francis was alleged to be the bearer of a hostile message from Mr. Piffard to Mr. Justice Morgan.

Mr. *Doyne* and Mr. *Paul* appeared for Mr. Piffard; and Mr. *Bell* for Captain Francis.

The facts of the case, respecting which there was little or no dispute, will appear from the following minute of Mr. Justice Bayley, and letters of Mr. Justice Morgan to the Chief Justice, and Mr. Piffard to the Chief Justice's clerk.

Mr. Justice Bayley's minute is as follows:—

"On a review being called on about noon, in which Mr. Piffard was for the applicant, he stated that his points for review were that our Bench had not given its reasons for not allowing costs and interest. I remarked that both were matters of discretion, and that I did not consider it imperative upon this Court to give any reasons, because costs and interest were matters in which the Court, reviewing the conduct of litigant parties as a whole, made its order, without necessarily going into detailed reasons. At any rate, that its not doing so could not *per se* be an absolute ground for demanding a review, but that in fact reasons were given by us which I read. Mr. Justice Morgan asked Mr. Piffard to read his petition on the matter of costs, and the petition being read was in no way upon the point of our not giving reasons, but in so many words that "our order was in itself unjust." Mr. Piffard proceeded to argue that this included his plea of our not giving reasons, and that in this case both costs and interest were essential points, the costs being due on previous litigation, and the interest being a just demand on money advanced. Mr. Piffard argued a little longer, when Mr. Justice Morgan asked if he had any other point, and Mr. Piffard said he had not. Respondent's pleader was then called, when I said I did not want to hear him, as I thought a review should not be granted, and Mr. Justice Morgan concurred. Mr. Piffard then stated that he had sat down because he understood the Court was with him, but that he had not finished and wished to be heard further. He was again heard, but going over the same ground again Mr. Justice Morgan stopped him, and was expressing his view of the case when Mr. Piffard interrupted him whilst speaking. Mr. Justice Morgan then said, "The Court is speaking, sir; will you be silent." Mr. Piffard, however, went on speaking. Mr. Justice Morgan then said "Will you be silent, sir;" but certainly to my mind, although warmly, still not offensively. Mr. Piffard still made some observations which I did not catch. On this Mr. Justice Morgan said very sharply "Hold your tongue sir." I then gave my opinion on the two points as a final judgment on my part, which I meant it to be, and said it was. Mr. Piffard did not interrupt me then, but immediately afterwards again wished to speak, and I said that the case was concluded, that my judgment was given, and therefore I could hear no more. A few other cases were then proceeded with, and the next one in which Mr. Piffard was engaged he rose and addressing me personally, said, he claimed the protection of the Court. On Mr. Justice Morgan's asking what he said, Mr. Piffard remarked that he was addressing me, not Mr. Justice Morgan. Mr. Justice Morgan immediately interposed before I could speak (not that he did so with a view to interrupt me) and quite calmly suggested to Mr. Piffard that the question had better be referred elsewhere (which I suppose meant the Chief Justice), and Mr. Piffard's case be deferred. Mr. Piffard agreed to this, and stated that "If Mr. Justice Morgan would apologize for words spoken in heat."—Immediately before the sentence was finished Mr. Justice Morgan left the bench, and Mr. Piffard then left the court, and other cases were called on. Mr. Justice Morgan then returned to the bench and the other cases were heard. Mr. Piffard may have said "apologize for the insult," but I cannot clearly remember whether I heard or not.

The following are the letters referred to:—

"Monday, May, 10th.

My Dear Chief Justice.—Last Saturday Mr. Piffard applied to Mr. Justice Bayley and myself for a review of judgment in a case decided by us. I had occasion very frequently to interrupt the learned gentleman in his address. I did so because I considered his remarks sometimes irrelevant, sometimes a repetition of what he had already urged. When he had concluded, and while I was stating what occurred to me as proper to be stated in disposing of the application, Mr. Piffard rose and began to speak. I asked him not to interrupt me, and proceeded with my judgment. But the gentleman continued to speak, and I therefore again requested him not o

interrupt me. He still persisted, upon which I shouted out "Hold your tongue, sir!" or some such words. After which he was silent. A case was called on not long afterwards, in which Mr. Piffard was the applicant's counsel. He commenced his speech by referring to what had occurred in the previous case. According to my recollection (which I believe in this differs from Mr. Justice Bayley's) he spoke of the way in which he had been insulted by me, and proceeded to suggest that I should apologise to him. I said that I could not listen to such observations, and rose to leave the court. Ultimately the case was postponed, and nothing further occurred in court. That evening, about nine o'clock, the card of Captain Francis was brought to me at my house, and I saw that gentleman, who informed me that he had come from Mr. Piffard. He alluded to the morning's occurrence, and asked me, on Mr. Piffard's behalf, for an apology. I cannot undertake to repeat what was said word for word. When I had heard enough to acquaint me generally with the nature of his errand I told him that I must absolutely decline to enter upon any discussion with him concerning the matter. The conversation may have lasted five minutes. I believe I have stated the effect of it. I wish to bring to your knowledge and the knowledge of the other judges the conduct of Mr. Piffard (who is an advocate of the court) both in court and afterwards. My relation of the facts may be incomplete, but I think the matter is of sufficient importance to justify my bringing it before you.—I am, my dear Chief Justice, yours very faithfully, W. MORGAN."

"To E. D. PEACOCK, Esq., Clerk to the Chief Justice,
High Court, May 13th, 1863.

Sir,—In answer to your letter of yesterday's date, enclosing a letter from Mr. Justice Morgan to the Chief Justice, I have the honour to request that you will submit to the Chief Justice the accompanying copy of the account drawn up by those who witnessed what passed between Mr. Justice Morgan and myself on the 9th instant.

With regard to "that part of Mr. Justice Morgan's letter which refers to my having sent Captain Francis for an apology," I have the honour to request that you will submit to the Chief Justice the accompanying account by Captain Francis of what passed between himself and Mr. Justice Morgan on that occasion.

I have to express my sincere regret that the course I adopted was one which might possibly be misinterpreted as a hostile message, but I beg to assure the Chief Justice that such was not my intention, nor was such the character of Captain Francis's mission.

We are both of us perfectly aware that a judge cannot accept a challenge to a hostile meeting, and therefore that to invite him to one would be as absurd as it would be unworthy and indecorous.

I was anxious before submitting the case to the Bar to assure myself that I had done everything in my power to allow Mr. Justice Morgan an opportunity of retracting or explaining his language, which I considered insulting to me as a barrister.

I feared that if I called on him for this purpose myself, I might, in discussing what had taken place, forget the respect due to Mr. Justice Morgan's office.

I therefore asked Captain Francis, my oldest and most intimate friend, and a man in whose judgment and perfect temper and courtesy I have and had the most complete reliance, to call on Mr. Justice Morgan, and see whether by his intervention it was possible to avert the disagreeable alternative of my asking the profession to express their opinion on the conduct and language of Mr. Justice Morgan.

My express instructions to Captain Francis were to let Mr. Justice Morgan understand that he did not come with any hostile intention, but merely to ask for such an explanation or apology or withdrawal, as Mr. Justice Morgan might, on consideration, feel that he ought to make.

I submit that in so doing neither Captain Francis nor I infringed on the impunity of a judge's station, and that there was no more impropriety in the act than in seeking an explanation from a clergyman or a woman.

Finding that Mr. Justice Morgan refused even to listen to Captain Francis sufficiently to ascertain the real character of his mission, I had no alternative but to submit to the profession, as I had done before receiving your letter, Mr. Justice Morgan's language and conduct on the Bench, and to leave to the Calcutta Bar the vindication of our privileges.—I have the honour to be, sir, your obedient servant,

CHARLES PIFFARD."

Mr. Doyne, before proceeding with his argument, stated this was the first case since the institution of the Supreme Court, 1774, that a member of the Bar had been summoned to shew cause why he should not be removed from the roll of advocates; and asked the Court to be favoured with the points he was to be called upon to argue, as he was left in some doubt, owing to the affidavits on which the rule was granted not pointing out the charges.

The CHIEF JUSTICE.—The object of the rule is not to punish Mr. Piffard in both ways: it is either to remove him from the list of advocates or to suspend him from being a barrister, or to punish him as a private individual, for sending a hostile message to Mr. Justice Morgan.

Mr. *Doyne*.—As to the first point, as regards the circumstances which would justify a Court in removing an advocate. —Since the establishment of the Supreme Court in 1774 the advocates of the court have been members of the English Bar, although the Charter does not appear to exclude other advocates. The gentleman in the present instance is a member of the English Bar. He is therefore a person who has been admitted by reason of his character and position as a fit person to practise at the Bar. He has been admitted to the Bar by the members of his Inn of Court, who could not even by a writ of mandamus be compelled to admit him, and they have alone the power to disbar him. A barrister, therefore, who comes to this country, is one who has been declared to be a fit person to practise in all the courts of the colonies, though for evident reasons these Courts have a privilege of controlling the admission of such barristers to practise. Barristers have then the same privilege of speech as at home. The Benchers' jurisdiction so far as removal from the Bar, is delegated to the judges of the Colonial Courts Bar. He therefore took it that a member of the English Bar who satisfies the Bench stands clothed with all the privileges of the Bar at home. What then was the exact power given to the Courts out here? The words of the charter constituting the present high court gives the power to remove "on reasonable cause." The question he submitted was, what is reasonable cause? He presumed it would be the same as that for which the Benchers at home would disbar. The only grounds upon which they would do so were such gross professional misconduct as made the party unfit to be trusted with the interests of clients, or such moral turpitude as unfitted him to belong to an honourable profession. Two instances had lately occurred in England—namely, those of Mr. Edwin James and Mr. Digby Seymour. It appears that the grounds for the action of the Benchers in the case of Mr. Edwin James were that he had misappropriated a sum of money intrusted to him to pay a certain claim, and had received from Mr. Ingram, the proprietor of the *Illustrated London News*, £1,000 to induce him to refrain from such a cross-examination of him in a certain action as he had subjected him to on a previous occasion. This was such an utter betrayal of the interests of his clients, and such an amount of moral delinquency as wholly unfitted him to remain a barrister and a member of an honourable profession. Mr. Digby Seymour's case appeared to be that, being largely indebted to a solicitor, he had, as it were, assigned himself to that solicitor. In his case the Benchers did not think proper to remove him. He gathered from all the cases which he had been able to consult, that the Benchers only interfered in matters affecting the professional and moral capacity of the advocate. They only took notice of such offences which, as it were, the laws of the land did not take cognizance of.

The CHIEF JUSTICE.—*Mitchell's case*, 2 Atk. 173, is an instance of the interference of the Court, where counsel assisted a ward in chancery to marry, and thereupon was removed.

Mr. *Doyne*.—Then the judges suspended the counsel under the Statute of Westminster, and their action was not from any power existing in themselves.

The CHIEF JUSTICE.—It may be a question of degree—If a barrister sent a challenge to a judge on the Bench, would not that be such a proceeding as would give the judges power to remove him?

Mr. *Doyne*.—Whether such unprofessional conduct would be sufficient to disbar an advocate, he was hardly prepared to say. It would be such conduct as would doubtless render him likely to be so punished. But each case must be decided upon its own special circumstances. What would not be a cause at home should not be a cause out here for removal. As a general rule the Benchers have always proceeded on those two tests—unprofessional conduct, and moral turpitude. The judges only interfered as visitors of the Inns of Court, and this jurisdiction has been giving at home considerable dissatisfaction on the ground that it is not an appeal to a new tribunal, the judges being in many instances members of the Bench of the Inns of Court. On the second point, he submitted that there was no power in the judges of the High Court to inflict any secondary

punishment—they were only empowered to remove—(on this point Mr. Doyne referred to the provisions of the old and new charters, which he argued did not confer such a power on the Indian Benches). Looking at the words of the charter, it was clear that the tenure given by it to the Bar was more secure than that given to the Bench. For the Bar held *quamdiu se bene gesserint*, while the Bench held merely *durante bene placito*, and might be removed without cause assigned by the ministers of the Crown. The tenure of the Bar was that of the judges of England since the revolution, while that of the Indian judges was that of the judges of England before the revolution. He therefore submitted that the judges out here have no power to suspend, and their power to suspend was to be exercised in the same way as their ordinary judicial power, not arbitrarily or capriciously, but as they would decide a question of property, with the same right of appeal to the Privy Council. As there were no express words, they might conclude that the Legislature purposely refrained from giving this power; therefore he contended that the Court was bound within the words of the charter to *remove*, and to *remove only*, on the two grounds he had mentioned. As regarded the third point in the rule, every court has the power of saying what is a contempt. The question here was whether Mr. Piffard in this instance had been guilty of a contempt. [Mr. *Doyne*, having read affidavits and statements in support of Mr. Piffard's case, continued his argument:] In Mr. Justice Morgan's affidavit he says he thinks the word "apology" was used by Captain Francis when he called. Captain Francis does not mention the word. Possibly the idea came into the learned judge's mind, from the time of the night at which his visit was made, and from the surrounding causes, that the message from Mr. Piffard was a hostile one. The act was liable to misconstruction, but after the affidavits put in and read to the Court it cannot believe such was the intention. The learned counsel then further commented on the steps Mr. Piffard had taken—first going to a friend, Mr. Eden, and then afterwards sending Captain Francis with strict instructions only to ask of Mr. Justice Morgan an explanation—and contended that under the circumstances nothing hostile was intended. Mr. Piffard was merely doing that which he had a perfect right to do—to ask for an explanation as one gentleman of another. The act was capable of misconstruction, and it was by Mr. Justice Morgan's declining to hear Captain Francis that the misconstruction arose. As to what was contempt, the learned counsel referred to the case of *Rex* v. *Vaughan*, 4 Douglas, 511, which also shows that the Court will be satisfied that no contempt was intended when a party denies all intention to commit a contempt. The entire case to be met was that Captain Francis went at nine o'clock at night; that after a few minutes conversation Mr. Justice Morgan stopped it and Captain Francis left the house. Therefore he hoped the Court would not hold that there was any contempt. In this case Mr. Piffard had the most abundant reason to require an explanation. He adopted a course which, though open to misapprehension, showed no intention of acting in contempt of Court. The affidavits show there was no intention, and therefore there was no contempt. He further submitted that if a gentleman offers an offence to another, no matter how exalted his position, it does not exempt him from giving an explanation if it is asked of him. It could not be said that the sending of Captain Francis had a tendency to intimidate the judge in the discharge of his judicial functions. He therefore called upon the Court to dismiss the rule, and felt sure the Court would come to the conclusion that although Mr. Piffard was naturally suffering under great irritation he nevertheless acted without any hostile intention towards Mr. Justice Morgan when he sent Captain Francis to him to ask an explanation of his conduct towards him in court.

Mr. *Bell*, in showing cause on behalf of Captain Francis, said the Court sought to exercise a direct jurisdiction by punishing by imprisonment.

The CHIEF JUSTICE.—By way of fine also.

Mr. *Bell*.—Just so, if their Lordships were of opinion that a contempt had been committed. It appeared to him that where a charge has been made and that charge denied, as in the present case, the Court cannot adjudicate by attaching for contempt, but ought to proceed in a constitutional way by indictment. The rule was obtained on the affidavits of Mr. Justice Morgan and Mr. Justice Bayley; and the two read together did not appear to show any contempt of Court committed by his client, Captain Francis. He had looked through all the reports and he had been unable to find a case analogous to this. He intended to rely in his argument upon the following cases:—*In re Van Sandau*, 1 Phillips. 445; *In re Dyce Sombre*, 1 M. & G. 116; *In re Lechmere Charlton*, 2 M. & Cr. 316. The great principle is that wherever one attempts to influence a judge by intimidation or otherwise, he does an injury to the purity of the stream of justice and thereby commits a contempt; but it is not so when there is no interference with the course of justice or any act which interferes with its pure administration. The latest case on the subject of contempt is that of the Sheriff of Surrey, Mr. Evelyn; but the contempt there was as it were in the face of the Court; and there is no case in either English or Irish reports similar to the present one. If, instead of the Court taking action direct, any learned friend of his had moved in the present case for such a rule as this, the Court would have called upon him for a precedent before granting it. No case can be found carrying the doctrine of contempt further than it was held in Dyce Sombre's case. No attachment will issue for contempt of Court unless it can be shown that the contempt, if any, interfered with the ends of justice. The courts have laid down the rule to be that the offence does not consist of an offence as against the judge personally, unless it interfere with the ends of justice through him. No words have been used by Captain Francis that can be construed into a contempt of Court. There is not even so much as a hint in Mr. Justice Morgan's affidavit that Captain Francis used any words that were likely to intimidate Mr. Justice Morgan, or to lead to a breach of the peace. There is no allegation even that Captain Francis brought a hostile message to Mr. Justice Morgan; and if a hostile message had been brought, there cannot be a doubt that Mr. Justice Morgan would have commented upon it in his letter to the Chief Justice. He does not do so, and the Court cannot conclude that he did so, unless there be an allegation to that effect. Is it to be said that because Captain Francis went with the intention of doing good, in acting as a mediator he must be punished for so doing.

Sir M. Wells.—As a matter of justice to Captain Francis, as Mr. Justice Morgan would not hear him when he called, the Court ought to give full effect to what he now has the first opportunity of explaining as to what took place.

Mr. *Bell* thought that was the proper view to take of the case.—Captain Francis says that if it had been intimated to him that the message was to be construed as a hostile one he would not have taken it. Captain Francis is one of the oldest friends Mr. Piffard has, and what was more natural than that he should be selected to act for him in this matter? There is no doubt that Mr. Piffard felt offended with Mr. Justice Morgan's remarks. He wrote to the Bar on the subject, but before doing so, applied to Mr. Eden, who refused to speak to Mr. Justice Morgan. Who was he to go to? Not to a member of the legal profession? Then to whom but to his oldest friend? The Chief Justice seems to think that Captain Francis being a military man makes a difference. I submit they are often the most prudent messengers. If Mr. Justice Morgan had listened to Captain Francis this would never have occurred. Is a judge not to be spoken to? Suppose Captain Francis had written to Mr. Justice Morgan—

"Sir,—I have been asked by Mr. Piffard to communicate with you about an unfortunate matter that occurred this morning."

If Mr. Justice Morgan had then stopped reading the letter, and, without showing what followed, applied to this Court, would this Court say the letter was a contempt? Then, if the letter went on to say "I hope you will allow me to interfere and point out to you how much Mr. Piffard feels hurt, and your now expressing regret will be a great relief to him, and I trust may avoid any public notice being taken of what appears to me to be a matter of small importance," would that not show there was no contempt meant? If so, the case is similar to the present. If the Court extends this doctrine of contempt no judge can be communicated with on matters even not arising in his decision He relied with confidence on Captain Francis having done what, if he had been able to carry out, would have avoided this painful publicity, and he submitted that his conduct was wholly free from blame of every description.

At the close of Mr. Bell's address their Lordships adjourned to consider, and after an absence of nearly two hours returned, when the Chief Justice delivered the judgment of the Court.

His LORDSHIP regretted very much that anything should have occurred to interrupt the good feeling between the Bar and Bench. There was a difference of opinion between himself and two of his learned brothers. He thought the conduct of both Mr. Piffard and Captain Francis was a contempt. Eight judges agree with him. Mr. Justice Wells and Mr. Justice Raikes think Captain Francis not guilty of any contempt or

other offence, and that Mr. Piffard is not guilty of contempt but of misconduct as an advocate. The majority of the Court having decided this, still they do not wish to visit these gentlemen with a heavy punishment. The Court will be content with an apology: they did not call for any abject apology, but simply for an expression of sorrow at having committed that which the Court considers to be a contempt.

Mr. *Doyne*, on behalf of Mr. Piffard, begged to express his regret that any act of his should have appeared to the Court to be a contempt.

Mr. *Bell*, on behalf of Captain Francis said, the majority of the Court having so decided, he felt bound to bow to their decision. But at the same time he assured the Court he had no intention of doing anything that could be construed as improper conduct either to a judge or any other man.

The CHIEF JUSTICE said the Court was satisfied with the expression of regret which these gentlemen had made. Nothing that had passed could or ought to affect Mr. Piffard in the minds of the judges hereafter, or to injure Mr. Piffard's prospects. And as to Captain Francis, he was bound to say that nothing in his conduct had been inconsistent with the conduct of a man of honour, an officer, and a gentleman. He might have acted hastily, but after what he had said on hearing the decision they had come to, they thought that there was nothing whatsoever that could affect his future prospects—certainly nothing which could affect him in the mind of himself or of that of any of the judges.

Rule discharged.

SOUTH AUSTRALIA.

THE TORRENS REGISTRATION SCHEME.

The *South Australian Register* of the 25th of April, gives the following account of the successful operation of Mr. Torrens's Act for the transfer of land by registration of title:—

"We now publish some statistics, which show the extent to which the transactions in the Lands Titles Offices have reached, and the steady progress which has been made in the business of the office. During the quarter ending the 31st of March of the present year there have been 253 applications for title; 213 transfers have been made; 243 mortgages have been effected; 41 leases have been granted. There have been 4 transfers and 72 discharges of mortgages. To three persons powers of attorney have been given; 6 caveats have been lodged. There have been 5 transfers of leases; 2 surrenders have been made; 2 schedules of trusts have been prepared; 7 licences given; 2 transmissions, and 4 caveats withdrawn. In all 857 transactions have taken place in the office during the quarter. Judging, therefore, from the amount of work done, it would appear that the Lands Titles Offices must be a scene of great activity where the business is on a large scale.

"The simple record of the number of the transactions, however, does not convey an adequate idea of the importance of the work done. We have to look at the value of the property to which these transactions refer. We find, therefore, that during the three months referred to the value of the land brought under the Act is £109,760. This brings up the amount of real property already placed under the Act to a grand total of £2,217,794. It says much for the simplicity and efficiency of the Act, and it speaks loudly for the perfect confidence reposed in it, that nearly two millions and a quarter of property have been placed under its protection and made subject to its facile treatment during the few years it has been in operation. In spite of the opposition it has had to contend against, the Act has won and retained public confidence."

VANCOUVER'S ISLAND.

GOLDEN PROSPECTS OF THE LEGAL PROFESSION.

It appears, by a recent communication from this colony, that the Attorney-General, Mr. George H. Cary, formerly of the English Equity Bar, intended leaving for the mines. It is stated to be a matter of surprise that a general exodus of the legal profession did not take place from Victoria to the gold regions, as the "prospects" there for "big strikes," in the way of practice, were never so promising. Good judges prophesied that the learned Attorney-General would net 40,000 dollars by his trip. Nearly all the good claims on Williams's Creek had been "jumped," and when the Gold Commissioner opened his Court there would be a long list of cases for trial, with large sums at stake in every one of them, and the fees to counsel would be proportionately high.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

ILLEGAL SEIZURE—PRIZE COURT—COSTS.

The correspondence relative to the seizure of the British schooner *Will o' the Wisp* by the United States' ship-of-war *Montgomery* was on Saturday last presented to Parliament. The question of the legality of the seizure was tried before the Prize Court, which decreed that the ship should be restored to her owners. The *Will o' the Wisp* is admitted in the decree to have been lying off the mouth of the Rio Grande, in the act of discharging her cargo into lighters coming from the Mexican side, when she was seized on the ground that she had powder and percussion caps on board. This fact the Court very rightly held did not warrant the capture and condemnation of the vessel, or any part thereof, inasmuch as in a trade carried on between neutral nations in ports there can be no such thing as contraband of war, but the trade of neutrals between themselves is unaffected by the war, nor does the United States assume to intercept or interfere with the trade of Mexico or of any of her ports with neutrals. But, as the powder "was concealed on board in casks and bags, and marked 'codfish,' and as this might facilitate its being clandestinely landed in Texas for the use of the enemy, the river being the boundary line between Mexico and the enemy's country," and as this suspicion was not unreasonable, the Court deemed that the captors should only be called upon to pay their own costs. Correspondence ensued upon this, and Earl Russell requested Lord Lyons to state to Mr. Seward that her Majesty's Government were dissatisfied with the decision, and considered that some compensation should be granted to the owners. Mr. Seward replied that if the owners were dissatisfied they might carry the case to the Court of Appeal. Earl Russell therefore writes to Lord Lyons, requesting him to inform Mr. Seward that her Majesty's Government have heard with regret the answer which he has returned on behalf of the United States, and still hopes that he will reconsider the matter. "The circumstances of the case," says his lordship, "present so clear an instance of unmistakeable seizure, and the ground alleged by the judge for not awarding the costs, at least, if not also damages, is so inadequate on the face of it as to enable Mr. Seward, upon consulting the law officers of the United States' Government, to grant the redress prayed for without subjecting the injured parties to the delay and expense of further judicial proceedings." This expression of opinion is duly made by Lord Lyons, and Mr. Seward, in a long reply, states that if so it would be "incumbent" on the part of the United States' Government to withdraw their confidence from the judicial tribunals of the country. In accordance with the directions of Earl Russell the case was not pressed further, and there the matter rests.

MADAGASCAR.

The new Sovereign has signed certain terms or conditions on which for the future the country shall be governed, and amongst them are the following:—

"The word of the Sovereign alone is not to be law, but the nobles and heads of the people, with the Sovereign, are to make the laws."

"No person is to be put to death for any offence by the word of the Sovereign alone; and no one is to be sentenced to death till twelve men have declared such person to be guilty of the crime to which the law awards the punishment of death."

REVIEW.

Woodfall's Law of Landlord and Tenant: with a full collection of Precedents and forms of Procedure. The Eighth Edition. By W. R. COLE, Esq., of the Middle Temple, Barrister-at-Law. Sweet. 1863.

FIRST NOTICE.

The law of landlord and tenant, being a branch of the general law of real property, partakes of its feudal character and technical strictness. Our real property law might with accuracy be stated to consist of the law of sales, settlements, and of landlord and tenant. No conveyance of land is conceivable which either does not convey an interest, either simply or subject to successive limitations, or create the relation of landlord and tenant between the contracting parties. The law of sales and settlements may be regarded as consisting almost entirely of collections of feudal rules, interwoven with one another very ingeniously. The law of leases had a

wholly different origin, and was an encroachment upon, rather than any development of, the feudal law. So much was this the case, that a tenant or farmer, no matter how valuable his interest in the land might be, had, nevertheless, merely a chattel interest, which in no respect differed at common law from other goods and chattels. At the present day there are, no doubt, numerous leases for lives, especially in Ireland, where a tenure of that description, with certain peculiar incidents, corresponds somewhat to our copyholds. But in early times all leases were for years, and all such lessees were viewed by the law, in respect of their rights to the soil, as subordinate to the owner of the freehold, who alone was the tenant to the præcipe. The rights of termors were thus based wholly upon contract—so much so that a mere entry, independently of any agreement, would be construed as a disseisin even in fee, rather than an attempt by the trespasser to obtain a determinate interest in the land. The law of landlord and tenant has thus two great leading aspects—the feudal and the contractual. This latter sub-division of its precepts has, no doubt, become in the course of time homogeneous to the feudal stock upon which it has been engrafted. But the privilege of sub-letting, the doctrine of personal covenants, as contra-distinguished from covenants running with the land, and the law of fixtures, all denote certain juristical elements wholly alien to the feudal law. The desire to control the legal rights of landlords by statute which has latterly prevailed to such an extent in Ireland seems also, *primâ facie*, to indicate that the natural mutual relations of landlord and tenant are still hampered by the feudal ligatures of real property law. But in reality this is a phase of landlords' rights and duties that belongs to the province of political economy rather than of jurisprudence, and, we may observe, conflicts, even in a politico-economical point of view, with the first principles of that science. Freedom of contract should be allowed by the law in respect of land as well as in respect of every other description of wealth; and the doctrine of statutory compensation to an improving tenant appears to be but a euphemism for a qualified confiscation of property. We should rather see the claims of tenants subject to a cast-iron system of feudal jurisprudence than sought to be enforced by unnecessary legislation. However, most of the juristical doctrines applicable to the subject matter of the treatise before us have had a contractual, as distinguished from a feudal, origin—have sprung from the necessities of society rather than from technical first principles. This branch of law, therefore, does not admit of a philosophic exposition. The law of sales or of settlements, being wholly technical, may be treated of according to the received principles of logical classification and division. The law of contracts in general admits of a similar deduction of mediate and subordinate rules from moral or *à priori* principles. But the law of landlord and tenant consists of a code, the elements of which are so heterogeneous, and at the same time so mixed together, as scarcely to display any of the leading features of its double source. The best possible arrangement of the parts of a treatise on the law of landlord and tenant would not therefore present any striking philosophic harmony of outline.

The arrangement of the present work appears to us to be sufficiently satisfactory. It does not show any disregard for the important feudal bearings of a contract of tenancy, and its consequent relations to the obligations incident to a privity of estate. Indeed, every important question incident to this branch of law is discussed so thoroughly as to leave nothing to be desired by the practitioner. There is, however, not unfrequently in the work an inapt and inelegant use of terms that have long had a settled juristical signification. As an example we may refer to p. 90 of the present edition (p. 71 of the first edition by Harrison, 1831), where a lease is defined as "a *contract* by which one party *conveys* to another, by way of demise, any lands or tenements for life or lives, for years, or at will, but always for a less term than the party conveying himself has in the premises." Those who are familiar with Mr. Maine's analysis of the elements of a contract will be tempted to smile at its being confounded with a conveyance, to which it is now always antecedent, and to which it bears the same relation that a promise does to the performance thereof. A lease may, we think, be correctly defined as the conveyance of land or any other description of property for a less estate or interest than the lessor enjoys therein. If it be for the whole interest Mr. Woodfall proceeds, "it is more properly an assignment than a lease." The phrase "more properly" might have been omitted; for a conveyance of the grantor's whole interest is strictly and essentially an assignment, and must operate for all intents and purposes as such. Covenants between the assignor and assignee in derogation of the operation of the instrument as a plenary deed of assignment will no doubt be binding as between the parties themselves, provided such covenants are not wholly void as professing to defeat the previous grant. But these stipulations cannot affect the relation of the grantee towards the landlord. In other words, "special agreements will control or rather constitute the privity of the contract, but will not affect the obligations incidental in our legal system to a privity of estate. The cases of *Cottee* v. *Richardson*, 7 Ex. 151, and *Pollock* v. *Stacey*, 9 Q. B. 1033, do not show that a grant of a lessor's whole interest does not amount in all respects to an assignment, as respects the rights of the landlord. They relate to other points in conveyancing, and do not elucidate the position to prove which they are cited by Mr. Cole. Mr. Woodfall had, with sufficient accuracy, defined a lease for years to be "a contract for the possession of land or tenements for some determinate period." Mr. Cole, instead of a "determinate period," has used the words "some certain number of years." This is a substitution of terms not only uncalled for, but incorrect in a technical point of view, for a demise for a day or an hour would, in legal parlance, be properly designated as a term, or vulgarly a lease for years.

The maxim *Id certum, est quod certum reddi potest* has been very extensively applied in the branch of law we are now considering. Our readers are aware that a lease to A. until B. returns from Rome, or until the happening of any other uncertain event, conveys a freehold estate to B., in which any previous term which B. might have in the same land would merge. The distinguishing characteristic of a freehold estate is the uncertainty of its duration. The essence of a term, on the contrary, is its fixed period of determination, either expressly or by inference. But if the grant be for a term that is wholly uncertain, it is void. To put the cases given by Lord Coke—a lease for as many years as A. B. shall name is good according to the maxim *Id certum est, &c.*; but a lease for as many years as A. B. shall live is void for repugnancy. Upon this most important head we find scarcely a single observation offered by either Mr. Woodfall or any of his editors. The important effect of recitals is treated of in the work before us with a somewhat similar cursory notice. "General words," Mr. Woodfall had observed (p. 78), "may be restrained by a particular recital contained therein" Mr. Cole expresses himself in a more general way, and says, "general words may be restrained by particular recitals." We doubt whether this is law. Recitals may operate by estoppel, and may explain or qualify a subsequent limitation, but cannot, we think, abridge it. The case of *Simmons* v. *Johnson*, 3 B. & Ad. 175, referred to by Mr. Cole in support of his view, does not contain any conflict between a grant and a covenant or recital comprised in the same instrument, but merely exemplifies the effect of a particular recital upon general words, which did not profess to convey any estate or property, but merely to release a right of action. Another case cited by Mr. Cole *Doe d. White* v. *Osborne*, 4 Jur. N. S. C. P. 941 is an instance of the operation of the converse rule—viz., the enlargement of a grant by means of a recital. In fact, however, this latter case does not so immediately refer to the doctrine of recitals as it does to the rule of construction expressed by the maxim "*Verba relata inesse videntur.*" These cases, therefore, are authorities for the rule stated by Mr. Woodfall, but by no means warrant the position laid down by Mr. Cole. In connexion with this head, we may observe that the author's observations on the rule prohibiting the admission of parol evidence to vary a written document are very well expressed but are scarcely exhaustive of the subject, and contain no classification of the numerous sub-divisions of the rules relating to this general doctrine.

SOCIETIES AND INSTITUTIONS.

LAW AMENDMENT SOCIETY.

The annual dinner of this society took place on Saturday, the 4th inst. at the Ship Tavern Greenwich. There were about sixty gentlemen present. Lord Brougham presided, and was supported by Lord Lyttleton, Sir J. Shaw Lefvre, Mr. P. A. Taylor, M.P., Mr. Hadfield, M.P., Mr. Marsh, M.P., Mr. J. Stuart Mill, Mr. W. Hawes, Mr. Hastings, Mr. Serjeant Burke, Mr. Chisholm Anstey, Mr. Torrens, &c.

After the usual loyal toasts,

The noble Chairman proposed "The Amendment of the Law." In doing so, he said he was old enough to remember a time when if a person spoke of amending the law he would

have been called an obstructive. Though there were many good things in our law, there were also many defects. It was gratifying to him to have lived to see so many solid practical improvements in the law itself, as well as in the administration of it. He was sorry to say that the session now approaching its close was almost a blank as far as regarded any measures of legal improvement. Within the last twelve months, however, the initiative had been taken of a substantial reform, he alluded to the great project of courts of reconcilement or conciliation, which he thought had now a fair chance of being ultimately realised. In his opinion it would be wise to make such a measure voluntary in the first instance, believing that when its advantages were felt it would in effect become compulsory. Another proposed improvement was the extension of the law which allowed the evidence of the principals in civil cases to criminal proceedings as well. He would not, however, advocate a compulsory examination, as in France, where a system of mental torture was sometimes resorted to in order to compel the accused either to confess or forswear himself; but he would desire to see our criminal law so amended that in the event of the defendant voluntarily presenting himself for examination in public court, his evidence should be received. This amendment of our criminal law had been strongly advocated by Jeremy Bentham, Sir Samuel Romilly, and Lord Chief Justice Denman. He congratulated the society upon the extension of their principles into France, Belgium, and Holland, and also on the success which had attended the literary department connected with the amendment of the law during the last twelve months, referring in terms of commendation to a work on the Discipline of the Bar, by Mr. Lefevre; also to another work by Mr. Phillips, upon Jurisprudence. But of all those works the most agreeable and valuable was Mrs. Austin's progress in the completion of the invaluable work of Mr. John Austin. The noble Lord next called attention to the valuable measure amending the law relating to the transfer of land which had been devised and carried into law in the colony of South Australia, and had subsequently been adopted in the other Australian colonies, which measure afforded the solution of the great difficulties which the Legislature of this country had so long been struggling to overcome in amending this most important branch of the law. He regarded it as the greatest practical reform of the day, and congratulated the society on having the author of that system, Mr. Torrens, amongst its members present on that occasion. There had been a report sent in by the commission on the execution of the criminal law, and from all he had heard he was very much grieved to say that he did not think it would in all respects prove satisfactory. The noble lord concluded by giving "The Amendment of the Law."

The toast was drunk with appropriate honours.

Mr. William Hawes, in proposing "The Health of Lord Brougham," entered into a brief review of the political life of that eminent statesman, writer, and philanthropist.

Lord Brougham simply returned thanks.

"The House of Lords and the Health of Lord Lyttelton" was given by Mr. Hastings.

The noble Lord returned thanks.

The Chairman, in proposing the concluding toast, "Colonial Justice," bore testimony to the wisdom and sound legal knowledge of the colonial judges generally, as exhibited in their decisions which had come under his cognisance as a member of the Judicial Committee of the House of Lords, and coupled with the toast the name of Mr. Torrens, to whose labours, as he had before remarked, jurists, both in the mother country and the colonies, were so much indebted.

Mr. Torrens, after acknowledging the compliment paid to himself, returned thanks on behalf of the colonial judges, who, he believed, as a body, well deserved the eulogies that had been bestowed upon them by the high authority of the venerable president. There were several legal questions of great interest, involving affairs of the mother country conjointly with those of the colonies, which he hoped would become the subject of discussion during the next session of the society. He referred to the want of reciprocity in the bankruptcy and insolvency laws as inflicting much injustice on colonial creditors. With reference to the remarks of the president upon the report of the "Penal Servitude Commission," he gathered from the article which appeared in the *Times* that morning that transportation was to be resumed, and that Western Australia was recommended as a receptacle capable of absorbing all the convicts from this country. At that hour he would not go into the merits of this question as a deterring punishment, but, as representing the Australian colonies on that occasion, he must raise his voice in protest against this conclusion. It had been asked, what right had they to interfere while Western Australia was willing to receive convicts? He replied, the same right which an Englishman would have were his neighbour to post a notice on the land adjoining his dwelling—"Filth and night soil may be shot here." There was a moral atmosphere as well as a political atmosphere; and you had no more right to pollute the one than to pollute the other. A shipment of some forty conditionally-pardoned felons had recently been made from Swan River to Sydney, and one of them taken in charge for drunkenness was found to have concealed a complete set of pick-lock tools. Their properties and lives would be imperilled, their police and judicial expenses largely increased, by the proposed resumption of transportation, and therefore they had a right to protest. They had passed an Act in South Australia making it penal in the captain of a ship to land in the colony any conditionally-pardoned criminal, and rendering such criminal liable to be imprisoned and shipped back whence he came by the first opportunity. This Act might be declared "Ultra vires," as repugnant to British law, but the colonists were determined to uphold it, and the position was calculated to induce collision between the Legislature and the Bench, than which nothing could be more disastrous. Her Majesty had no more loyal subjects than the Australian colonists; even the colonial born, when they speak of visiting England, say "We are going home." They had shown their loyalty by pouring out their wealth to relieve distress and famine in the mother country, and in contributing largely to every national testimonial, whether to commemorate those who fell in defence of the empire, or the memory of a revered Prince, and this was an evil requital, and would be received in Australia as the grossest insult. He begged to be excused if, as a colonist, he spoke warmly on this subject; but he yet hoped her Majesty's Ministers would consider well before they took a step which would alienate the affections of a million and a quarter of her Majesty's loyal subjects in Australia.

The opinions expressed by Mr. Torrens elicited expressions of cordial concurrence from the members of the society and others present.

Various other toasts followed, and the proceedings, which were of a most agreeable character, were brought to a close at an early hour.

LAW STUDENTS' DEBATING SOCIETY.

The following report of the committee of this society has just been issued. It is as follows:—

During the session the society has continued steadily to advance. The number of its active members has much increased, being now about seventy. The average attendance has reached thirty-four. Thirty-seven members have been elected, of whom, however, five have allowed their elections to become void, and three have since resigned, leaving a gain of twenty-nine new members. There have been several resignations during the year, and several names have been removed from the books; the total number of members is now 110. The number of meetings has been thirty-three, of which four have been occupied entirely by the regulative business of the society. The other evenings have been employed in debating nineteen legal and ten jurisprudential questions. The average length of the society's meetings has been two hours and a quarter; the number of speakers ten. The average number of voters exceeds by a fraction thirteen present and three in the book, making a total of about seventeen votes recorded. The treasurer's account shows that the society is as prosperous in its financial as it is in every other department.

It has hitherto been found very difficult to ascertain whether gentlemen have in their own estimation ceased to be members or not. The rule which you have adopted on the recommendation which your committee made in their last annual report—that a list of the members should be annually printed has been acted upon, and it is probable that this practice will tend to remedy the evil. The secretary has given notice that he will propose a regulation which it is hoped will have the effect of further obviating the difficulty.

Amendments have also been made in rules 8 and 14, having for their object the prevention of the main purposes of the society being hindered by irregular motions for which there is no special urgency, or by discussions upon points of order; and in rule 9 for the purpose of giving greater publicity to the vacancies from time to time arising in the offices of your society, by providing that the names of all members proposed for any office shall be given to the secretary seven days before the day of election.

For the last six months a system of reporting the debates of

the society has been in operation. A majority of your committee are of opinion that this subject should be re-considered by the society.

At the last annual meeting Mr. Hewitt withdrew from the committee, and Mr. Allen was elected in his stead. Mr. Kenrick succeeded Mr. Allen, as auditor. At the last meeting in December, Mr. Wingate resigned his office of secretary. He was succeeded by Mr. Melvill Green, whose place on the committee was filled by Mr. Kenrick, who was in turn succeeded in his office of auditor by Mr. Webb.

Twelve members of the society have passed their admission examination with honour.

Your committee last year referred to the discussion then going on in the legal journals as to the education of articled clerks. They have now the satisfaction of drawing your attention to a resolution which was passed at the recent annual meeting of the Incorporated Law Society, referring it to the council of that body to consider the subject.

PUBLIC COMPANIES.

BILLS IN PARLIAMENT.

The following bills for the formation of new lines of railway have been reada third time and passed in the House of Lords;—

DEVON VALLEY.

HEMEL HEMPSTEAD AND LONDON AND NORTH WESTERN.

The following bills for the formation of new lines of railway have been read a third time and passed in the House of Commons:—

ANGLESEY CENTRAL.

COLNE VALLEY AND HALSTEAD.

METROPOLITAN.

OKEHAMPTON AND LIDFORD JUNCTION.

RINGWOOD, CHRISTCHURCH, AND BOURNEMOUTH.

RUMNEY AND BRECON AND MERTHYR TYDFIL JUNCTION.

WATFORD AND RICKMANSWORTH.

MEETINGS.

At the half-yearly meeting of the Union Bank of London on Wednesday, Mr. P. N. Laurie in the chair, the net profits for the six months were stated at £89,446, which, with a sum previously at the credit of profit and loss made an available balance of £114,668. Out of this an increased dividend of 18s. per share, or at the rate of 15 per cent., was declared, and £60,000 was added to the reserve fund—thus raised to £110,000—leaving £668 to be carried forward. The bank has consequently already returned to the position in which it stood previously to the loss from the Pullinger fraud. Great satisfaction was expressed at the report, and, coupled with a vote of thanks to the directors, was one for a piece of plate of 200 guineas for the manager, Mr. Scrimgeour.

PROJECTED COMPANIES.

THE CITY OF LONDON HOTEL COMPANY (LIMITED).

Capital, £50,000, in 5,000 shares of £10 each.

Solicitors—Messrs. Hughes, Hocker, & Buttenshaw, 1, St. Swithin's-lane.

This company has been formed for supplying the City with good hotel accommodation at reasonable charges.

We extract the following from the *Times* City Article of the 6th instant:—Communications from various quarters indicate the total absence of caution on the part of the public in subscribing to new companies. If the legal profession were at liberty to state their experience, some extraordinary revelations might be obtained as to the position of many of the persons who figure in undertakings with proposed capitals from £100,000 to a million and upward. Recently a case was mentioned in which an individual appealed to a solicitor to forego pressing him for a small sum, as there was every prospect, from the fact of his having become a director of a large new company, that if allowed a little time he would be able to pay it. Another instance is that of a person with a well-known provincial name, who actually pleads as a pauper through the intercession of friends for mercy on account of an insignificant liability, while at the same time he appears before the world to invite investments for a scheme of high commercial magnitude. Any experienced person running over the lists that are daily presented could point to hack names that should instantly operate as a warning, at least to the extent of leading to the inference that such names would not have been selected if any merchants or others of the slightest real standing could have been found to occupy their places. The blame, however, for the success of such a system should not fall chiefly upon the public. In almost every prospectus there is the name of some joint stock or private banker and of some respectable broker, and it is by these that the mass of the community are misled. Of course a banker cannot be expected to answer for the validity of the prospects of each undertaking that may open an account with him, but he could easily take care to ascertain that every one of the directors named was a person of at least decent pecuniary reputation. Such, however, is the eagerness of banking competition that frequently even the most questionable people, provided they are concoctors of companies, are welcomed and courted by the rival managers of these establishments, just as, six or seven years back, they courted every mushroom trader that would manufacture bills for them to increase their discount business. As regards brokers, the Stock Exchange Committee have very properly endeavoured to arrest the scandal by threatening all those with expulsion who allow their names to be discreditably used; but in the banking world there is unfortunately no similar authority that can be employed to enforce discretion. Ultimately, when a crash occurs, it may be a salutary act of justice to give a list of the winding-up companies, with the names of their respective bankers attached; but this will be a poor satisfaction to those who have lost their money.

Up to the present time only thirty-eight public Acts have been passed by Parliament. Last year the session was prorogued on the 7th of August, and it produced 114 public Acts.

A Parliamentary return, recently issued, shows that in the last twenty years there must have been above 900 clergymen placed in the commission of the peace in England and Wales. At least twenty-five have made their first appearance as magistrates in the present year, and two-thirds of them have cure of souls.

There has been an increase in the number of prisoners for debt. In Whitecross-street Prison on Tuesday, the number was 102, and on the Friday previous there were 126—the highest number since November, 1861. Some of the persons were committed by county courts, and as the law now stands they cannot when in custody petition under the new Bankruptcy Act.

A return of some interest has been presented to Parliament, giving an account of industrial and provident societies in England registered under the Act of last session. The return comprises 332 associations, with 90,458 members, and a subscribed capital to conduct their business of £429,315, with £54,207 borrowed money. The object of these societies is the sale of grocery, and other provisions, or drapery goods, shoemaking, and the like, and the profits are generally divided among the members in proportion to their purchases; but in some instances all purchasers have some share of the profits. There is only one cotton-spinning association in the list, a co-operative factory at Mitchell Hey Mills, with a share capital of £65,172; the omission of more is perhaps accounted for by the return being confined to associations of the nature of friendly societies. There are seventy-four associations, with a subscribed capital exceeding £1,000. Members of the societies in operation in Lancashire drew out £134,873 in the course of the year 1862, but on the other hand there was £65,874 received on shares by the societies in Lancashire, and at the close of the year they held a subscribed capital of £264,391. Goods were sold in the year to the amount of £2,331,650; the expenses were £135,588; the profit is stated at £165,770. The value of the property held by the societies at the end of the year is estimated at £584,766; their liabilities at only £422,802.

A return just issued gives a curious list of fees payable by members of the sacred profession. The Bishop of Lichfield had to pay £624 on his appointment to that see; the Bishop of Bath and Wells £450 on his translation from Sodor and Man. To this prelate the Attorney-General, or "his office," presented a demand for nearly £30; the Secretary of State (including stamp), £23; a mysterious impersonality, "the Petty Bag-office," absorbed £167. When the Bishop had his audience of Her Majesty the homage fees were £94, and the *Court Circular* charged a guinea for its line and a half of history. The bill winds up with an item of £21 for the serious labour of "pass-

ing documents through the various offices." The fees paid to bishops or their officers seem to vary in different dioceses. The claim of the registrar of the diocess of York is described in the following fashion:—"Thirty-four persons ordained at 1s. 8d. each, £2 16s. 8d." In Salisbury the registrar's fee is 5s.; in Durham the charge on ordination (probably including the fees of all officers) is stated to be £2 per candidate. There are fees paid by the clergy to the bishop at his visitation for "procurations and synodals;" in the diocess of York they amounted to £153 at the last visitation, and the registrar's fees to £30. The registrar of Bath and Wells gives a consecration bill for £22, and says it is the average amount in that diocese.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BELL—On July 4, the wife of Harry Bell, Esq., of 76, Lansdowne-road, and 36, Bedford row, of a daughter.

JONES—On July 8, at 40, Craven-hill-gardens, Hyde-park, the wife of Henry Cadman Jones, Esq., Barrister-at-Law, of a daughter.

RUSSELL—On July 8, at 29, Montague-place, Russell-square, the wife of Charles Russell, Esq., Barrister-at-Law, of a son.

WALKER—On July 5, at 152, Perth-road, Dundee, the wife of Thomas Walker, Solicitor, of a daughter.

MARRIAGES.

EVANS—SWAN—On July 2, at Christ Church, Paddington, Daniel Thomas Evans, Esq., of the Middle Temple, Barrister-at-Law, to Mary Ann, widow of the late Edward Swan, Esq., of Porchester-terrace, Hyde-park, and Abbot's Wootton, in the county of Dorset.

HILL—JONES—On July 1, at All Saints' Church, Paddington, Richard Price Hill, Esq., of Ronkswood, Worcester, to Lucy Elizabeth, only daughter of John Jones, Esq., Solicitor, Worcester.

SMITH—WESTON—On July 2, at the parish church, Biggleswade, Edward Thurlow Leeds Smith, of Sandy, Bedfordshire, only son of William Smith, of Potton, in the same county, Solicitor, to Sarah Ann Weston Weston, younger daughter of the late James Weston, of Biggleswade, Esq.

DEATHS.

COSENS—On July 6, at Dorchester, Frederick Cosens, Esq., Barrister-at-Law.

RALFE—On July 4, in Trafalgar-street, Winchester, in his 87th year, James Ralfe, Esq., who for nearly half a century was the respected Steward and Solicitor of Winchester College.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

ROBINSON, GEORGE, jun., Richmond, Surrey, Gentleman. £142 8s. 4d. Consols.—Claimed by Jane Emerson, administratrix of said George Robinson.

WILLIAMS, JANE, widow, deceased, ANNE LINCKENDY STEVEN ARCHER, and GEORGE THOMAS ARCHER, a minor, all of Woodford, Essex. £250 Consols.—Claimed by said A. L. S. Archer, and G. T. Archer (now of age).

HEIRS AT LAW AND NEXT OF KIN.

(Advertised in the London Gazette).

BURTON, ANN, Nottingham, Spinster. Next of kin. Clarke v. Smith. V. C. Wood, July 28.

EMSLEY, MARY, Grove-road, Mile-end, Middlesex, Widow. Next of kin. Williams v. Williams. M.R. July 20.

MULLINGTON, THOMAS, Holy Cross, Pershore, Worcester, Surgeon. Next of kin. Beamish v. Millington, M. R., July 27.

SMITH, MARY, East Hagbourne, Berks, widow. Next of kin. Re Will of W. Smith. V.C. Stuart, July 31.

ESTATE EXCHANGE REPORT.

AT THE MART.

By Messrs. NORTON, HODGART, & TRIST.

Freehold house, No. 147, Fenchurch-street, City.—Sold for £9,000.

Leasehold net rental of £113 per annum, arising out of a residence at Tulse-hill, Brixton.—Sold for £1,690.

By Messrs. KEMP.

Leasehold residence, "Oldfield," Acton Vale, Middlesex, with coach-house, stabling, &c.—Sold for £1,800.

By Messrs. DEBENHAM & TEWSON.

Freehold plot of building land, Bromley, Kent, 2a. 0r. 30p.—Sold for £900.

Freehold building land, Bromley, 8a. 3r. 12p.—Sold for £2,700.

Freehold building land, Bromley, 14a. 1r. 21p.—Sold for £5,300.

By Messrs. DANIEL SMITH, SON, & OAKLEY.

The Archer Lodge Estate, in the parishes of Sherfield-upon-Loddon and Bramley, Hampshire, comprising mansion, with pleasure-grounds, &c., and about 258 acres of farm land, including Wheeler's Court Farm, numerous cottages, &c., also the manor of Sherfield.—Sold for £18,000.

By Messrs. WEATHERALL & GREEN.

Freehold, the Blackbird Hill Farm, Blackpot Hill, Kingsbury, Middlesex, comprising homestead, stabling, &c., and about 100 acres of meadow land.—Sold for £10,950.

By Mr. GEORGE GOULDSMITH.

Freehold dwelling house and shop, No. 234, Strand; let on lease at £130 per annum.—Sold for £20,000.

By Messrs. NEWTON & SEXTON.

Freehold, the Bradley Estate, in the parishes of Great and Little Bradley, Thurlow, and Cowlinge, Suffolk, comprising family residence, agricultural buildings, the manor of Little Bradley, and 1,093a. 2r. 25p. of arable, pasture, and wood land; also the advowson of Little Bradley, the "Royal Oak" inn, and several labourers' cottages.—Sold for £41,000.

By Messrs. FURNISS & PRICE.

Freehold residence, No. 39, Albert-street, Regent's-park.—Sold for £795.

LANDED ESTATES COURT SALES, DUBLIN.

(Before the Hon. Judge Longfield.)

COUNTY OF WICKLOW.

In the matter of the estate of Everina Isabella Heatly and others, owners and petitioners.—The lands of Carriginshinna, held under fee-farm grant, containing 577 acres; profit rent £135 5s. 9d. This was sold to Mr. Maunsel in trust at £3,000. Mr. Hinds, solicitor.

COUNTY OF TYRONE

In the matter of the estate of Francis O'Neill, owner and petitioner.—The lands of Upper Bettony, held in fee-farm, containing 446 acres; net rental, £96 16s. 10s. This was sold to Mr. Courey in trust at £2,610. Mr. Robert Mease, solicitor.

COUNTY OF KILDARE.

In the matter of the estate of Lawrence Peter Rorke, Esq., owner; Robert Long, Petitioner.—Lot 1. Part of the lands of Kingsmillstown, &c., held under fee-farm grant, 321 acres; profit rent, £386., subject to an annuity of £160 a-year, the life now aged 29 years. This was sold to Mr. Connor at £4,350. Lot 2. The lands of Loughton, held under lease for lives renewable for ever, 127 acres; profit rent, £173, subject to an annuity of £80, for the life of a lady aged 29. Mr. Connor purchased this at £1,750. Lot 3. The lands of Westmanstown, held for 9,000 years, 102 acres; nett rental, £147 4s. 10d., subject to an annuity of £60, the life aged 29. The buyer was Mr. Connor, at £3,300. Lot 5. Part of the Commons of Newcastle, held in fee-simple, 45a. 1r. 35p.; yearly rent, £120. Bought by Mr. Connor at £3,800. Mr. John Buckley, solicitor, had the carriage of the sale.

LONDON GAZETTES.

Windings-up of Joint Stock Companies.

FRIDAY, July 3, 1863.

LIMITED IN CHANCERY.

Huddersfield District Manufacturing Company (Limited).—Petition for winding-up, presented June 29, will be heard before the Master of the Rolls on July 18. Torr, Janeway, & Tagart, Bedford-row, agents for Clough, Huddersfield, Solicitor for the Petitioner.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, July 3, 1863.

Carrington, Thos, Deeping St James, Lincoln, Carpenter. Brown, Market Deeping.

Close, Albin, Castle Cary, Somerset, Twine Manufacturer. Sept 1. Watts.

Elliff, John, Holbeach Marsh, Lincoln, Farmer. Aug 6. Cooke, Boston.

Greenough, Alice, Great Crosby, Lancaster, Spinster. July 30. Hore, Lpool.

Ledsam, Joseph Fredk, Chad Hill, Edgbaston, Warwick, Esq. Sept 1. Ledsam, Birm.

Rayley, Chas, Southwold, Suffolk, Captain in R. N. Sept 1. Freshfields & Newman, Bank-buildings.

Robinson, Mary, Stockport, Chester, Widow. Aug 1. Johnson, Stockport.

Tunnecliff, Wm, Leamington Priors, Gent. July 31. Sherwood, Leamington, and Large, Leamington.

Turgoose, Robert, Frieston, Lincoln, Yeoman. Aug 31. Danbney, Market Rasen.

Walton, Lockyer, Netherbury, Dorset, Yeoman. Sept 1. Watts.

Westbrook, Andrew, Poulterers' Arms, Freemason's Court, Cheapside, Victualler. Nov 1. Cleoburey, Cheapside.

White, Fredk White, Mudeford, Christchurch, Southampton, Esq. Aug 7. Moore & St Barbe, Lymington.

TUESDAY, July 7, 1863.

Aldis, Sir Chas, Old Burlington-st, Middx, Knt. Aug 25. Hare & Whitfield, Mitre-ct, Temple.

Borton, Robt, Uxbridge, Plumber. Sept 1. Gardiner, Uxbridge.

Bradbury, Wm, Gt Bookham, Surrey, Tailor. Aug 15. Fraser & May, Dean-st.

Butler, Robt, Welbeck-st, Marylebone, Lieut.-Col. Indian Army. July 29. Wilkinson & Butler, St Neots.

Challoner, John, Morpeth, Northumberland, Gent. Oct 1. Bramell, Morpeth.

Good, Hannah, Brighton, Widow. Sept 19. Thomas & Moore, South-sq, Gray's-inn.

Hirst, Dorothy, Topcliffe, York, Spinster. Aug 1. Hirst & Capes.

Horlock, Edward, Alverstone Mill, Isle of Wight, Miller. Aug 1. Griffiths, Newport, Isle of Wight.

Kirton, Jas, Charles-st, Middx, Corn Dealer. Sept 3. Hewitt, Ely-pl, Holborn.

Nares, Fras Manners, Conduit-st, Paddington, Esq. Aug 3. Hume & Bird, Gt James-st, Bedford-row.

Storey, Mary, Mount Pleasant, Tewing, Hertford, Widow. Aug 1. Crosse, Bell-yard, Doctor's Commons.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, July 3, 1863.

Brabyn, Peter, Cherry, Garden-st, Bermondsey, Master Mariner. July 21. Brabyn v. Brabyn, V. C. Stuart.

Cramp, John, Yeate's-ct, Carey-st, Middx, Butcher. July 27. Downes v. Johnston, M.R.

Brown, Archibald, Twickenham, Gent. July 30. Ingram v. Brown, M.R.

Johnstone, Edward, Reculver's Coast Guard Station, Kent, Commissioned Boatman. July 27. Stummvoli v. Hales, M.R.

Sambrooke, Thomas Jarvis, Pipwell Abbey, Northampton, Farmer. July 31. Haines v. Sambrooke, M.R.

Simpson, John, Nottingham-park, Nottingham, Wharfinger. July 27. Manhood v. Simpson, M.R.

TUESDAY, July 7, 1863.

Barker, Geo, Kingston-upon-Hull. Aug 1. Gibson v. Barker, V. C. Stuart.

Burton, Ann, Nottingham, Spinster. July 28. Clarke v. Smith, V. C. Wood.

Challice, John, 6t Cumberland-st, Hyde Park, M.D. July 28. Challice v. Druitt, V. C. Wood.

Emsley, Mary, Grove-rd, Mile End-rd, Widow. July 27. Williams v. Williams, M. R.

Hawke, Edward, Ferrybridge, otherwise Ferrykyston, York, Gent. Aug 1. Hawke v. Hawke, M.R.

Haywood, Stephen, Dettws, Radnor, Gent. Aug 1. Haywood v. Reese, M. R.

Hitchcock, Wm Richards, Taunton, Somerset, Chemist. Aug 1. Hitchcock v. Cooper, M. R.

Pocock, Walter, Rio Lodge, Beaufoy-ter, Maida-vale, Middx, Gent. Aug 3. Pocock v. Pocock, M. R.

Reed, Thos, Abbots, Bickington, Devon, Yeoman. Oct 31. Hayman v. Reed, V. C. Stuart.

Sandys, Isabella, Sheffield, Spinster. Aug 4. Taylor v. Hales, V. C. Stuart.

Assignments for Benefit of Creditors.

FRIDAY, July 3, 1863.

Brookes, Wm, Wm Hy Brookes, John Shaw Brookes, & Edward Brookes, Sheffield, Merchants. May 25. Bramley & Gainsford, Sheffield.

TUESDAY, July 7, 1863.

Humphries, Richd, Littlemore, Oxford, Carpenter. June 8. Mallam, Oxford.

Townshend, Chas, Lpool, Corn Factor. June 26. Tyrer, Lpool.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, July 3, 1863.

Ainsley, Richd, Hartlepool, Innkeeper. June 4. Conv. Reg June 30.

Anderson, Wm, & Robt Dempster, jun, Wells, Somerset, Drapers. June 5. Conv. Reg July 1.

Birkhead, Joseph, Cheapside, Straw Hat Manufacturer. June 11. Comp. Reg July 3.

Blakeman, John, Warwick, Shoe Manufacturer. June 4. Conv. Reg July 2.

Bowen, Benj, Manch, Corn Merchant. June 12 Ass. Reg June 30.

Bowmer, Joseph, Lincoln's-inn-fields, Surgeon. July 2. Comp. Reg July 3.

Bradley, Wm, Hackney-rd, Middx, Boot Manufacturer. June 8. Comp. Reg July 2.

Brincombe, Wm, Chichester-rd, Kilburn-park, Middx, Builder. June 23. Conv. Reg July 2.

Brown, Andrew, jun, Bristol, Lucifer Match Manufacturer. June 8. Conv. Reg July 1.

Cannon, Jas, Birkenhead, Joiner. June 11. Conv. Reg July 2.

Coombs, Thos, Birm, Haberdasher. June 15. Ass. Reg July 1.

Forrest, Newton, Newcastle-upon-Tyne, Cabinet Maker. June 4. Ass. Reg July 1.

Freed, Thos, Chart Jutton, Kent, Farmer. June 2. Conv. Reg June 30.

Harvey, Hy, Newhaven, Sussex, Shipbuilder. June 2. Ass. Reg June 30.

Hepburn, Michael, Great Lumley, Durham, Grocer. June 11. Ass. Reg July 3.

Hughes, David, Wellington, Llangian, Carnarvon, Shopkeeper. June 3. Ass. Reg July 1.

Jones, Jas, Abergavenny, Currier. June 3. Conv. Reg June 30.

Knowles, Wm, Grange-rd, Bermondsey, General Dealer. June 29. Ass. Reg June 30.

Krabbe, John Hy, St Helen's-pl, Merchant. June 30. Arr. Reg July 1.

Langley, Thos, Gillingham, Kent, Publican. June 10. Conv. Reg July 2.

Larkin, Hy Benj, De Beauvoir-crescent, Kingsland, out of business. June 2. Comp. Reg June 27.

Matthews, Joseph, Gillingham, Dorset, Maltster. June 8. Conv. Reg July 1.

Mellor, John, Sheffield, Grocer. June 10. Ass. Reg July 2.

Oliver, Chas Wellington, Bath, Bookseller. June 12. Comp. Reg June 30.

Parkhouse, Chas, Halberton, Devon, Builder. June 2. Comp. Reg July 2.

Roberts, Thos, Lamb's Conduit-st, Surveyor. June 18. Conv. Reg July 2.

Shirley, Wm Jas, New-st, St Martin's-lane, Middlx, Dealer in Glass and Earthenware. June 9. Comp. Reg July 2.

Silcock, Stephen, Salford, Grocer. June 24. Ass. Reg July 1.

Slaney, Frank Lewis, Manch, Laceman. June 3. Ass. Reg June 30.

Smith, Chas, Wilson-st, York-rd, Battersea, Carpenter. June 24. Comp. Reg June 30.

Sparke, Edward, Exeter, Tailor. June 11. Conv. Reg July 3.

Taylor, Joseph, Accrington, Lancaster, Painter. June 11. Ass. Reg July 2.

Traylor, Geo, & Hy Spriggs, Southampton-row, Russell-sq, Builders. June 8. Ass. Reg July 1.

Turner, John, Ripley, York, Farmer. June 18. Conv. Reg June 30.

Whistler, Simpson, Camden-st North, Camden Town, Gent. June 22. Comp. Reg July 1.

Wilman, Hartley, Barnley, Ironmonger. June 29. Comp. Reg July 1.

Wilson, John, Broadway, Hammersmith, Upholsterer. June 3. Ass. Reg June 30.

Yates, Robert, Oldham, Cotton Spinner. June 17. Ass. Reg July 2.

TUESDAY, July 7, 1863.

Agard, Francis Hy, Wolverhampton, Victualler. June 10. Conv. Reg July 4.

Ayers, Jas, Wisbeach, Cambridge, Grocer. June 13. Asst. Reg July 6.

Bagshaw, Jos, Littlemoor, Glossop, Derby, Grocer, and Mark Wood, Eckington, Derby, Grocer. June 15. Comp. Reg July 6.

Baker, Alf Wm, Southsea, Statuary Mason. June 23. Conv. Reg July 7.

Crook, Saml, Merthyr Tydfil, Brewer. June 15. Conv. Reg July 7.

Denton, Thos, Ashton, near Wigan, Hinge Maker. June 18. Comp. Reg July 6.

Fokme, Serge Davidoff, Strand, Printer. June 30. Letter of Licence. Reg July 7.

Gale, Jabez, Warminster, Wilts, Ironmonger. June 8. Asst. Reg July 6.

Hagyard, Rbt, Great Driffield, Brewer. June 9. Conv. Reg July 4.

Hall, John, Boston, Tailor. June 11. Conv. Reg July 6.

Healer, Wm, Margate, Draper. June 10. Asst. Reg July 4.

Henson, Wm Hy, Nottingham, Perfumer. July 1. Conv. Reg July 4.

Hodgson, Escritt, Scawby, Lincoln, Gardener. June 9. Asst. Reg July 3.

Hore, Rchd Wesley, Newhaven, Shipowner. June 6. Ass. Reg July 6.

Jordan, John, Darlington, Paperhanger. June 12. Asst. Reg July 6.

Judd, John, Lutterworth, Leicester, Victualler. June 9. Conv. Reg July 6.

Judd, John, Barnstaple, Grocer. June 6. Conv. Reg July 4.

Lewis, John Stuart, Bristol, Cheese Factor. June 10. Conv. Reg July 6.

McCaskin, Wm, Northampton, Draper. June 8. Conv. Reg July 6.

McLean, Duncan, Thomas Town, Merthyr Tydfil, Draper. June 19. Conv. Reg July 6.

Ord, Rchd, Sunderland, Boot Maker. June 6. Asst. Reg July 4.

Park, Saml, Hove, Sussex, Draper. July 1. Comp. Reg July 6.

Piper, Hy Hunt, Eastcheap, Plumber. May 26. Comp. Reg July 3.

Roberts, Owen, Abergele, Denbigh, Innkeeper. July 1. Comp. Reg July 6.

Young, Fredk, Claremont-pl, Hornsey-rd, Haberdasher. July 1. Conv. Reg July 4.

Bankrupts.

FRIDAY, July 3, 1863.

To Surrender in London.

Brewer, Hy, Wormley, near Cheshunt, Bricklayer. Pet June 29. July 15 at 2. Marshall, Lincoln's-inn-fields.

Bullivant, Geo Haslehurst, Waterloo-ter, Lewisham, Solicitor's Clerk. Pet June 29. July 14 at 1. Merriman & Co, Austin-friars.

Burton, Edw, Church-st, Minories, Optician. Pet June 27. July 21 at 12. Leverson, St Helen's-pl.

Felton, Thos, Southampton-st, Strand, Comm Agent. Pet June 30. July 21 at 3. Marshall, Lincoln's-inn-fields.

Ford, Jas, Portland-yard, London-st, Greenwich, Fly Proprietor. Pet June 27. July 15 at 2 30. Ody, Trinity-st, Southwark.

Goatcher, Philip, Brittania-st, Gray's-inn-rd, Victualler. Pet June 29. July 21 at 11. McMillin, South-sq, Gray's-inn.

Gower, Jas Hy, Church-row, Old St Pancras-rd, Builder. Pet June 30 (for pau). July 21 at 3. Aldridge.

Heil, Jacob, Deptford, Baker. Pet June 27. July 14 at 2. Hilliary, Fenchurch-st.

Hummel, Jos, Lynn, Watch Maker. Pet July 1. July 21 at 12. Doyle, Verulam-bldgs, Gray's-inn, and Wilkin, Lynn.

Jones, Frdk David, High-st, East-hill, Wandsworth, Baker. Pet June 29. July 15 at 1. Ody, Trinity-st, Southwark.

Kerwood, Geo Kempster, Montague-pl, Trinity-sq, Southwark, Comm Traveller. Pet June 30. July 14 at 2. Hill, Basinghall-st.

Latto, Janet Reid, Archer-ter, East India-rd, Limehouse, Dress Maker. Pet July 1. July 21 at 11. Wood & King, Coleman-st-bldgs.

Lenard, Edw, St John-st, Middlx, Undertaker. Pet June 30. July 14 at 2. Howell, Cheapside.

Mainwaring, Arthur, Bury-st, St James's, Captain in the Army. Pet June 27. July 14 at 2. Lawrence & Co, Old Jewry-chambers.

May, Saml, Judd-st, Brunswick-sq, Middlx, Watch Maker. Pet June 26 (for pau). July 14 at 1. Aldridge.

Nuth, Thos Singer, King-st, Long-acre, Dairyman. Pet July 1. July 21 at 3. Hill, Basinghall-st.

Philipotts, Mary Anne, Davies-st, Berkeley-sq, Middlx, Milliner. Pet June 26. July 15 at 2. Peverley, Coleman-st.

Raphael, Jas, Cavendish-ter, Victoria-park-rd, Stick Manufacturer. Pet June 29. July 14 at 1. Edwards, St Swithin's-lane.

Raymond, Saml Gun, Graham-st, Pimlico, of no trade. Pet June 29. July 14 at 1. Lewis, Gt Marlborough-st.

Rennie, John, Denmark-st, Islington, Draper. Pet June 30. July 21 at 1. Bennett & Paul, Size-lane.

Rook, Thos, Barnsbury-ter, Liverpool-rd, Islington, out of business. Pet July 1. July 21 at 11. De Medina, St Benet's-pl, Gracechurch-st.

Rowsell, Jas Jennings, High-st, Newington Butts, Butcher. Pet June 30. July 21 at 11. Sole & Co, Aldermanbury.

Schmieden, Anton, Upper Lisson-st, Lisson-grove, Middlx, Baker. Pet June 29. July 14 at 1. Marshall & Son, Hatton-garden.

Springbett, John, Cottage-grove, Commercial-rd, Peckham, Comm Agent. Pet June 30 (for pau). July 14 at 2. Aldridge.

Stone, Emanuel Walter, King's-rd, Chelsea, Coal Merchant. Pet June 30. July 21 at 12. Shiers, New-inn, Strand.

Sykes, Nathaniel, jun, Globe-rd, Mile-end, County Court Bailiff. Pet June 30. July 21 at 12. Abbott, St Mark-st, Gt Prescott-st.

Thompson, Thos, Virginia-row, Bethnal-green, Leather Seller. Pet June 30. July 14 at 2. Linklaters & Hackwood, Walbrook.

Walker, Wm Thos, Enfield, Coal Merchant. Pet June 25. July 21 at 1. Shephard, Size-lane.

Ward, Rbt Hy, Duke-st, Stamford-st, Blackfriars-rd, Plumber. Pet July 2. July 14 at 2. Silvester, Gt Dover-st, Newington.

To Surrender in the Country.

Atkinson, Wm, Gildersome, York, Farmer. Pet June 30. Leeds, July 16 at 11. Emsley, Leeds.

Barrow, Jonathan, Bramhall, nr Stockport, Farm Labourer. Pet June 26. Stockport, July 24 at 12. Rawlinson, Manch.

Bealey, Geo, Costessey, Norfolk, Wheelwright. Pet June 30. Norwich, July 15 at 11. Sadd, Norwich.

Broad, Hy, & Edwin Broad, Stourport, Worcester, Maltsters. Pet June 29. Birm, July 15 at 12. Cook, Stourport, and Hodgson and Co, Birm.

Casson, John, Sunderland, Grocer. Pet July 1. Newcastle-upon-Tyne, July 14 at 1.30. Robinson, Sunderland.

Cowell, Davenport, jun, Blackburn, Innkeeper. Pet June 29. Blackburn, July 20 at 1. Backhouse, Blackburn.

Cox, Elizabeth, St Peter and St Paul, Bath, out of business. Pet June 26. Bath, July 14 at 11. Bartrum, Bath.

Craven, Thos, Birstal, nr Leeds, Mason, Contractor. Pet June 5 (for pau). Dewsbury, July 17 at 2. Haigh, Huddersfield.

Crosskill, Hy Morritt, Rochdale, Bookseller. Pet June 30. Manch, July 22 at 11. Molesworth & March, Rochdale.

Dandy, Wm Hy, Great Driffield, York, Joiner. Pet July 1. Great Driffield, July 15 at 11. Hodgson, Great Driffield.

Danson, Richd, Seacombe, Chester, Victualler. Pet June 30. Lpool, July 15 at 11. Conway, Lpool.

Duck, Matthias, Wootton Bassett, Wilts, Innkeeper. Pet June 26. Bristol, July 17 at 11. Pratt, Wootton Bassett, and Brittan & Son, Bristol.

Dupré, Ferdinand, Greenheys, Manch, M.D. Pet June 30. Manch, July 28 at 12. Gardner, Manch.

Edwards, Chas, Kington, Hereford, Butcher. Pet June 27. Kington, July 15 at 10. Cheese, Kington.
Featherstonhaugh, Wm, Crossgate, Durham, Commercial Traveller. Pet June 27. Durham, July 15 at 12. Marshall, Durham.
Fullbeck, Jas, Northumberland, Builder. Pet June 29. Morpeth, July 17 at 6. Brewis, Blythe.
Hallwood, Wm, Westhoughton, Lancaster, Miller. Pet July 1. Leigh, July 15 at 1. Edge, Bolton.
Hatton, Joseph Paul, Cheltenham, Professor of Music. Pet June 29. Cheltenham, July 14 at 11. Marshall, Cheltenham.
Jones, Mary, Nottingham, Boot Manufacturer. Pet July 1. Nottingham, July 20 at 11. Buttery, Nottingham.
Knight, Chas, Gloucester, Saddler. Pet June 27 (for pau). Gloucester, July 18 at 11. Wilkes, Gloucester.
Knott, John, jun, Sturminster, Newton, Dorset, Shopkeeper. Pet June 30. Shaftesbury, July 14 at 12. Long, Sturminster, Newton.
Langford, John, Nottingham, Victualler. Pet June 30. Nottingham, July 22 at 11. Smith, Nottingham.
Lewis, John, Goatacre, Wilts, Blacksmith. Pet July 1. Calne, July 21 at 11.30. Rawlings, Melksham.
Linsey, John, Trowbridge, Wilts, Stonemason. Pet June 30. Trowbridge, July 14 at 11. Bartrum, Trowbridge.
Marrs, Joseph, Stockdalewath, Castlesowerby, Cumberland, Blacksmith. Pet June 30. Carlisle, July 21 at 11. Donald, Carlisle.
Nicholls, Wm, Dudley Port, Stafford, Charter Master. Pet July 1. Birm, July 15 at 12. Jackson, Westbromwich.
Pegg, John, Tickhill, York, Paper Manufacturer. Pet June 30. Sheffield, July 18 at 10. Fisher, Doncaster.
Preece, Thos, Beckhampton, Wilts, Groom. Pet June 27. Marlborough, July 22 at 11. Rawlings, Melksham.
Randle, Wm, Norwich, Assistant to a Corn Dealer. Pet June 30. Norwich, July 15 at 11. Sadd, Norwich.
Rose, Jas, Chesterton, Cambridge, Baker. Pet June 29. Cambridge, July 17 at 3. Whitehead & French, Cambridge.
Sears, Thos, Leicester, Coal Merchant. Pet June 26. Nottingham, July 14 at 11. Hodgson & Co, Birm.
Skeffington, Robt, Leicester, Butcher. Adj June 15. Leicester, July 18 at 10. Haxby, Leicester.
Spicer, Thos, Woodham Ferris, Essex, Farmer. Pet July 1. Maldon, July 16 at 10. Freeman, Maldon.
Taylor, Wm, Nottingham, Salesman. Pet July 2. Nottingham, July 22 at 11. Heath, Nottingham.
Thompson, Plaskett, New Brighton, Chester, Hotel Keeper. Pet July 1. Lpool, July 13 at 12. Nevill, Lpool.
Westcott, Jas, jun, Kingston-upon-Hull, Smack Owner. Pet June 30. Kingston-upon-Hull, July 22 at 12. Thorney, Hull.
Williams, Wm Vosper, Buckfastleigh, Devon, Mine Agent. Pet June 29. Exeter, July 17 at 12. Kellock, Totnes, and Clarke, Exeter.

TUESDAY, July 7, 1863.

To Surrender in London.

Boucicault, Dion, Brighton, Dramatic Author. Pet July 1. July 21 at 12. Linklaters & Hackwood, Walbrook.
Branch, Rbt, Nursery-ter, Plaistow-rd, West Ham, Shoe Maker. Pet July 2. July 21 at 11. Marshall & Son, Hatton-garden.
Bryant, Alf Hy, Leicester-sq, Trunk Maker. Pet July 2 (for pau). July 21 at 11. Aldridge.
Burroughs, Thos Proctor, Gt Yarmouth, Attorney-at-Law. Pet July 2. July 21 at 11. Nichols & Clark, Cook's-ct, Lincoln's-inn, agents for Costerton, Gt Yarmouth.
Collett, Sarah, Westmorland-rd, Walworth-common, Baker. Pet June 29. July 21 at 2. Howard & Co, Paternoster-row.
Corrick, Rbt, New Hornsey-rd, Builder. Pet July 3. July 28 at 11. Wallinger, Fenchurch-st.
Cross, Phillip, New Cross, Butcher. Pet June 26. July 21 at 1. Hall, Coleman-st.
Dardier, Francis Conrad, Lpool, Translator. Pet June 4. July 21 at 1. Lydall, Southampton-bldgs, Chancery-lane.
Davis, Chas, Manager of Drummond-Arms, Drummond-st, Euston-sq. Pet July 2. July 21 at 12. Beverley, Coleman-st.
Dickinson, Chas Septimus Allen, Duke-st, Lincoln's-inn, Clerk in Holy Orders. Pet June 30 (for pau). July 21 at 2. Aldridge.
Duffield, Fredk Bovey, Westmorland-pl, City-rd, Law Clerk. Pet July 1 (for pau). July 21 at 2. Aldridge.
Dunn, Horace Chas, Oxford-rd, De Beauvoir Town, Islington, Warehouseman. Pet July 3. July 21 at 1. Porter, Coleman-st.
Gerrard, Wm John, North Kent-ter, Woolwich, out of business. Pet July 1. July 21 at 1. Roy & Cartwright, Lothbury.
Hancock, Hy, High-st, Borough, Butcher. Pet July 3. July 21 at 12. Marshall & Son, Hatton-garden.
Hannaford, Jas, Cleveland-st, Mile-end, Tailor. Pet July 2. July 21 at 11. Vann, Basinghall-st.
Holmes, Fredk Adgate, Phœnix-cottage, East st, Old Kent-rd, Printer. Pet July 4. July 21 at 1. Marshall, Lincoln's-inn-fields.
James, Ellen Sarah, Tottenham-ct-rd, Bonnet Manufacturer. Pet July 1. July 21 at 2. Bradley, Berners-st.
Marsden, Thos Cochrane, High-st, Southwark, Hop Merchant. Pet July 1. July 21 at 2. Parkes, Beaufort-bldgs, Strand.
Mills, Thos Whitworth, Westbourne-st, Pimlico, Auctioneer's Porter. Pet July 3. July 21 at 12. Marshall, Lincoln's-inn-fields.
Phillips, Geo, Cottage-grove, West-st, Walworth, Draper's Assistant. Pet July 2. July 21 at 1. Howell, Cheapside.
Powell, Arthur Wm, Cottage-grove, West-st, Walworth, Comedian. Pet July 3. July 28 at 11. Nichols & Clark, Cook's-ct, Lincoln's-inn.
Rutland, John, Minerva-ter, Surrey, Banker's Clerk. Pet July 2. July 28 at 11. Hewitt, Nicholas lane.
Schmidt, Thos Hy, Brooksby-st, Barnsbury, Clerk. Pet July 3. July 28 at 11. Treherne & Co, Gresham-st.
Thomas, Elias, William-st, Regent's-park, Tailor. Pet July 2 (for pau). July 21 at 11. Aldridge.
Town, Chas, Fleet-st, out of business. Pet July 2. July 21 at 12. Peverley, Coleman-st.
Xones, Aristides, Threadneedle-st, Merchant. Pet July 4. July 21 at 12. Linklaters & Hackwood, Walbrook.

To Surrender in the Country.

Atkin, Wm, Saltfleetby St Peters, Lincoln, Labourer. Pet June 30. Louth, July 15 at 10.30. Brown & Son, Lincoln.
Bannocks, Wm, South Hamlet, Gloucester, Tide Waiter in her Majesty's Customs. Pet July 4. Gloucester, July 21 at 11. Taynton, Gloucester.
Beesley, Robert, sen, Trealeo, Kirkham, Lancaster, Farmer. Pet July 2. Kirkham, July 21 at 2. Plant, Preston.
Bough, Saml, Chaddesley Corbett, Worcester, Shoemaker. Pet July 2. Birm, July 22 at 12. Pearman, Stourbridge.
Burkitt, John Lowe, Kenilworth, Attorney. Pet July 2. Birm, July 22 at 12. Coulton & Beloe, King's Lynn.
Bunting, Norton, Wells, Norfolk, Grocer. Pet June 29. Little Walsingham, July 27 at 2.30. Walpole, Northwold.
Burrows, William, Luton, Blacksmith. Pet July 1. Luton, July 20 at 4. Simpson, St Albans.
Connor, John, Colchester, Shoemaker. Pet June 29. Colchester, July 18 at 12. Jones, Colchester.
Crouch, Jacob, Brighton, Commission Agent. Pet July 1. Brighton, July 22 at 11. Mills, Brighton.
Daily, Daniel, Temple Backs, Bristol, Fish Salesman. Pet July 4. Bristol, July 24 at 1. Sabine.
Easby, Robert, Thirsk, York, Land Surveyor. Pet June 15. Thirsk, July 23 at 11. Mason, Castlegate, York.
France, William, Mirfield, York, Grocer. Pet June 25. Dewsbury, July 17 at 2. Craven, Huddersfield.
Friend, John, Hythe, Kent, Chief Superintendent of Police. Pet July 3. Hythe, July 23 at 3. Minter, Folkestone.
Gibbs, Henry, St. George, Gloucester, Market Gardener. Pet July 2. Bristol, July 24 at 12. Salmon.
Gibbs, William, Galmpton, Devon, Ship Builder. Pet June 23. Totnes, July 18 at 12. Michelmore, Totnes.
Goldthorp, William, Darton, Stone Mason. Pet July 3. Barnsley, Aug 14 at 2. Barratt, Wakefield.
Hawkins, William, Linthwaite, Almondbury, York, Joiner. Pet July 2. Huddersfield, July 20 at 10. Dransfield, Huddersfield.
Hield, Jos, Sheffield, Victualler. Pet July 3. Sheffield, July 25 at 10. Smith & Burdekin, Sheffield.
Hitchin, Jas, & Wm Hitchin, Birm, Wire Drawers. Pet July 2. Birm, July 24 at 12. Hodgson & Co, Birm, and Watson, Stourport.
Holt, John, Dewsbury, Manufacturer. Pet July 4. Leeds, July 23 at 11, Ibberson, Dewsbury, and Bond & Barwick, Leeds.
Hunter, George, Ambleside, Westmoreland, Corn Merchant. Pet July 1. Newcastle-upon-Tyne, July 21 at 11.30. Hodge & Haris, Newcastle-upon-Tyne.
Ingham, Henry, Cheapside, Todmorden, Lancaster, Clock Maker. Pet June 29. Todmorden, July 28 at 10. Blomley, Todmorden.
Johnstone, John Woodbourn, Queenborough, Clerk. Pet July 1. Sheerness, July 20 at 12. Goodwin, Maidstone.
Kennyweil, Wm, Sheffield, Stone Mason. Pet July 4. Sheffield, July 23 at 2. Mason, York.
Laurence, Alfred, Weston-super-Mare, Butcher. Pet June 11. Weston-super-Mare, July 14 at 12. Smith, Weston-super-Mare.
Lewis, John Wm, Bangor, Carnarvon, Wine Merchant. Pet June 24. Liverpool, July 17 at 11. Bass & Jennings, Burton-upon-Trent, and Evans & Co, Liverpool.
Loader, Robt, Ryde, Isle of Wight, Butcher. Pet June 27. Newport, July 15 at 11. Joyce, Newport.
Mastill, Jas, Leicester, out of business. Pet July 2. Nottingham, July 20 at 11. Petty, Leicester.
Matthews, Fredk Hoskyns, Hereford, Banker. Pet July 1. Hereford, Aug 10 at 11. Bodenham & Co, Hereford, and Hodgson & Co, Birm.
Mercer, Hy, Nova Scotia, Blackburn, Grocer. Pet July 3. Manch, July 23 at 11. Gardner, Manch.
Morse, Wm, East Dean, Gloucester, Innkeeper. Pet July 2. Bristol, July 17 at 11. Carter & Goold, Newnham, and Henderson, Bristol.
Newman, Geo, Tunbridge Wells, Auctioneer. Pet July 3. Tunbridge Wells, July 20 at 1. Halse & Trustram, Cheapside, and Tunbridge Wells.
North, Robt, Sheffield, Filesmith. Pet July 3. Sheffield, July 23 at 2. Mason, York
Phillips, Geo, Waterloo, Lancaster, Butcher. Pet July 3. Lpool, July 21 at 11. Husband, Lpool.
Prest, Chas, Wakefield, Book-keeper. Pet July 3. Wakefield, Aug 6 at 11. Stocks, Wakefield.
Sanders, Peter, East Wandford, Damerell, Devon, of no occupation. Pet June 15 (for pau). Holsworthy, July 11 at 12.
Smith, Wm, Kessingland, Suffolk, Blacksmith. Pet June 25. Lowestoft, July 28 at 11. Archer, Lowestoft.
Sowerby, Michael, Barnard Castle, Durham, Plasterer. Pet July 4. Barnard Castle, July 18 at 12. Barnes, Barnard Castle.
Tate, Jas, Hartlepool, Publican. Pet July 4. Hartlepool, July 16 at 11. Marshall, West Hartlepool.
Wallis, Joseph Chas Osborne, Birm, Victualler. Pet July 1. Birm, July 17 at 12. East, Birm.
Warsop, Geo, Sheffield, Publican. Pet July 3. Sheffield, July 23 at 2. Binney, Sheffield.
Wright, Jas, Ashby-de-la-Zouch, Publican. Pet July 3. Ashby-de-la-Zouch, July 17 at 11. Dewes, Ashby-de-la-Zouch.
Wright, Joseph, Dudley, Vice Maker. Pet June 13. Dudley, July 23 at 11. Mole, Dudley.
Young, Daniel, Dunstable, Baker. Pet July 3. Luton, July 20 at 4. Shepherd, Luton.
Young, Geo, Tipton, Stafford, Grocer. Pet July 1. Birm, July 24 at 12. Coulton, Dudley.

BANKRUPTCY ANNULLED.

TUESDAY, July 7, 1863.

Sheehan, John, Lpool, Agent. July 1.

BANKRUPTCIES IN IRELAND.

Binny, Walter, Kildimo Mills, near Miltowmalbay, Miller. To surr July 14 and 31.
Downes, John, Dublin, Boot Manufacturer. To surr July 14 and 28.
Gihon, Wm, Hillhead, & Andrew Gihon, Ballymena, Linen Merchants. To surr July 14 and 28.
Johnstone, John, Friarstown. To surr July 14 and 28.
Noble, Alex, Carrigallen, Leitrim, Grocer. To surr July 10 and 24.
Owens, John, Fivemiletown, Grocer. To surr July 17 and Aug 4.
Wilkinson, Thos, Thomond Gate, Limerick, Grocer. To surr July 14 and 31.